

**Kitsap Public Health District  
Consent Agenda  
December 1, 2020**

<b>KPHD Contract Number</b>	<b>Their Contract Number</b>	<b>Contractor and Agreement Name</b>	<b>Type of Agreement</b>	<b>Term of Agreement</b>	<b>Amount to District</b>	<b>Amount to Other Agency</b>
<b>1621 Amendment 2 (1879)</b>	KC-478-16-D	<b>Kitsap County Prosecuting Attorney</b> <i>Legal Services</i>	Amendment	01/01/2021-12/31/2021	<b>\$0</b>	<b>\$141.80/hour</b>
<b>Description:</b> Modifies the hourly rate to the current 2020 rate and extends the duration of the agreement through December 31, 2021; In accordance with the Rules of Professional Conduct, the District and each member of the Board of Health waives conflict of interest regarding dual legal representation of the District and the County and consents to KCPA's ongoing representation of both.						
<b>1749 Amendment 18 (2121)</b>	CLH18248	<b>Washington State Department of Health</b> <i>Consolidated Contract</i>	Amendment	01/01/2018-12/31/2020	<b>\$764,387</b>	<b>\$0</b>
<b>Description:</b> Adds Statements of Work for the following program: Supplemental Nutrition Assistance Program-Education. Also amends Statements of Work for the following programs: Commercial Tobacco Prevention Program, Division of Emergency Preparedness & Response PHEP, HIV client Services-HOPWA CARES, Infectious Disease Care and Prevention (IDCP), LSPAN-Local Strategies for Physical Activity and Nutrition, Maternal & Child health Block Grant, Office of Immunizations & Child Profile-Perinatal Hepatitis B and Office of Immunization and Child Profile-Regional Representatives and adds additional funding of \$764,387 for a revised maximum consideration of \$15,205,667.						
<b>2117</b>	NA	<b>Peninsula Community Health Services</b> <i>CARES Subrecipient Agreement</i>	Subcontract	03/01/2020-12/30/2020	<b>\$0</b>	<b>\$118,559.25</b>
<b>Description:</b> The District desires to allocate portions of the CARES Funds to the Subrecipient consistent with the Reimbursement requirements for costs incurred for COVID-19 testing work in response to the COVID-19 pandemic and in support of the District's response activities for COVID-19 in Kitsap County. The District agrees to provide the Subrecipient a total sum not to exceed \$118,559.25 on a reimbursement basis.						
<b>2118</b>		<b>Washington State Health Care Authority</b> <i>Medicaid Administrative Claiming (MAC)</i>	Interlocal Agreement	01/01/2021-12/31/2021	<b>\$0</b>	<b>\$0</b>
<b>Description:</b> Supports KPHD's Medicaid-related outreach and linkage activities by providing a process for partial reimbursement for allowable expenses associated with staff time spent performing MAC activities. Activities include assisting clients who have no or inadequate medical coverage apply for or renew Medicaid benefits, explaining the benefits, and linking clients with Medicaid services.						

**CONTRACT AMENDMENT**

This Amendment to their Legal Services Agreement is made and entered into between Kitsap Public Health District, at 345 6<sup>th</sup> Street, Suite 300, Bremerton, Washington 98337 (“District”), and the Office of the Kitsap County Prosecuting Attorney, 614 Division Street, MS-35A, Port Orchard, Washington 98366 (“Prosecuting Attorney”).

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Legal Services Agreement, numbered as Kitsap County Contract No. KC-478-16, and executed on January 23, 2017, shall be amended as follows:

1. Section 4 **Compensation.** Effective January 1, 2021, the District will compensate the Prosecuting Attorney for the services performed by the Prosecuting Attorney and Deputy Prosecuting Attorney under this Agreement at the hourly rate of \$141.80, and \$89.68 per hour for paralegal services.

2. Section 6 **Duration.** The duration of this agreement shall be extended through December 31, 2021.

This amendment shall be effective upon execution by the parties.

Dated this \_\_\_ day of \_\_\_\_\_, 2020

Dated this \_\_\_ day of \_\_\_\_\_, 2020

**KITSAP PUBLIC HEALTH DISTRICT**

**PROSECUTING ATTORNEY  
OF KITSAP COUNTY**

\_\_\_\_\_  
KEITH GRELLNER, Administrator

\_\_\_\_\_  
CHAD M. ENRIGHT

Dated this \_\_\_ day of \_\_\_\_\_, 2020

**BOARD OF COMMISSIONERS OF  
KITSAP COUNTY**

\_\_\_\_\_  
CHARLOTTE GARRIDO, Chair

\_\_\_\_\_  
EDWARD E. WOLFE, Commissioner

\_\_\_\_\_  
ROB GELDER, Commissioner

ATTEST:

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

**KITSAP PUBLIC HEALTH DISTRICT  
2018 – 2021 CONSOLIDATED CONTRACT**

**CONTRACT NUMBER: CLH18248**

**AMENDMENT NUMBER: 18**

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

IT IS MUTUALLY AGREED: On February 29, 2020, Governor Jay Inslee issued Proclamation 20-05 declaring a State of Emergency due to the outbreak of COVID-19. In June 2020, DOH and LHJ agreed that to support the parties’ ongoing response to the emergency, the parties would extend the end date of the Contract rather than beginning a new three-year contract. For ease of reference, the Contract as amended is attached and incorporated in this amendment showing the insertions, deletions, and revisions as follows: Section 1 Purpose and Section 2 Statements of Work. Remove reference to repealed RCW 43.70.520 and RCW 43.70.580. Section 33 Term. Extend the Contract term for a period of one year from December 31, 2020 through December 31, 2021. Heading on page one and footers are updated to reflect the extended contract term.

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

- Adds Statements of Work for the following programs:
  - Supplemental Nutrition Assistance Program-Education - Effective October 1, 2020
- Amends Statements of Work for the following programs:
  - Commercial Tobacco Prevention Program - Effective July 1, 2020
  - Division of Emergency Preparedness & Response PHEP - Effective July 1, 2020
  - HIV Client Services-HOPWA CARES - Effective January 20, 2020
  - Infectious Disease Care & Prevention (IDCP) - Effective July 1, 2020
  - LSPAN-Local Strategies for Physical Activity & Nutrition - Effective March 1, 2019
  - Maternal & Child Health Block Grant - Effective January 1, 2018
  - Office of Immunization & Child Profile-Perinatal Hepatitis B - Effective July 1, 2020
  - Office of Immunization & Child Profile-Regional Representatives - Effective July 1, 2020
- Deletes Statements of Work for the following programs:

2. Exhibit B-18 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-17 Allocations as follows:

- Increase of \$764,387 for a revised maximum consideration of \$15,205,667.
  - 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-17 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-16.

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 upon execution of this amendment.

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

2018 - ~~2020~~ 2021

WASHINGTON STATE  
DEPARTMENT OF HEALTH  
CONSOLIDATED CONTRACT

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**CONSOLIDATED CONTRACT**  
**between**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF HEALTH**  
**(Referred to as “DOH”)**  
**and**  
**KTSAP PUBLIC HEALTH DISTRICT**  
**(Referred to as “LHJ”)**  
**for**

**THE DELIVERY OF PUBLIC HEALTH SERVICES**  
**FOR THE PERIOD OF**

**January 1, 2018 through December 31, ~~2020~~ 2021**

**1. Purpose**

This Contract is entered into in accordance with ~~RCW 43.70.520, RCW 43.70.580~~, the general statutory powers of the Secretary of the Department of Health (DOH), including at RCW 43.70.040, the general statutory powers of local health jurisdictions (LHJs), including at RCW 70.05.060, RCW 70.08.020, and RCW 70.46.060, and the authority for joint or cooperative action provided for under chapter 39.34 RCW. The purpose of this Contract is to define the parties' joint and cooperative relationship. The contract and all statements of work adopted under its provisions are intended to implement applicable objectives under the Public Health Improvement Plan and to facilitate the delivery of public health services to the people in Washington State. This Contract is the result of cooperative planning efforts between the LHJ and DOH.

**2. Statements of Work**

The individual program activities, requirements, and outcomes/deliverables to be achieved by the parties under this Contract are described in Exhibit A, Statements of Work. ~~Each statement of work shall comply with the performance-based criteria under RCW 43.70.580(2)(b).~~

The LHJ shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work as set forth in Exhibit A, Statements of Work.

**3. Exhibits**

This Contract incorporates by reference the following Exhibits:

- Exhibit A - Statements of Work
- Exhibit B - Allocations
- Exhibit C - Schedule of Federal Awards

**4. Definitions**

As used throughout this Contract and unless amended for a particular Statement of Work, the following terms shall have the meanings set forth below:

“Budget, Accounting, and Reporting System (BARS)”: The system designed by the State Auditor's office for collecting, consolidating, and reporting financial budgeting and accounting information from all local governmental units.

“Client”: An agency, firm, organization, individual or other entity applying for or receiving services provided by the LHJ under this Contract.

“Catalog of Federal Domestic Assistance (CFDA)”: The unique identifying code assigned to a federal assistance program which identifies the awarding agency.

“Confidential Information”: Information protected from disclosure under federal or state law.

“Contract Coordinator”: Each party’s designated contact for all notices required or permitted under this Contract.

“Contracting Officer”: The DOH Contracts and Procurement Office Director and his/her delegates within that office authorized to execute this agreement on behalf of DOH.

“Contractor”: An entity that provides goods or services to DOH and others. A contractor normally operates its business in a competitive environment, provides its goods and/or services to many different purchasers during normal business hours, and is not subject to the compliance requirements of the federal program.

“Equipment”: When used in this Contract is defined as an article of non-expendable, tangible property other than land, buildings, or fixtures which is used in operations and having a useful life of more than one year and an acquisition cost of \$5,000 or more or as otherwise provided in the Exhibit A, Statements of Work.

“Federal Assistance”: Assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, or direct appropriations, but does not include direct federal cash assistance to individuals.

“Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act)”: A federal act to make information available online so the public can see how federal funds are spent.

“Fixed Assets”: Fixed assets are property and/or equipment obtained through donation, gift, purchase, capital lease, or construction with a service life of more than one year.

“Program Contact”: Each party’s designated contact for those purposes identified in the Exhibit A, Statements of Work.

“Subcontractor”: Any individual or group contracted with the LHJ to perform all or part of the services included in this Contract. This term will also apply to situations where an LHJ’s subcontractor contracts with another individual or group to perform all or part of the services included in its agreement with the LHJ.

“Subrecipient” or “Subgrantee”: A non-federal entity that receives a subaward of federal grant money or goods directly or indirectly from DOH and makes decisions regarding who can receive what federal assistance; has its performance measured against the objectives contained in the DOH agreement with the federal government; makes decisions on how to operate the program to accomplish the program goals; has the obligation to comply with federal subrecipient requirements; and/or use federal funds to carry out a program for the public purpose specified in the authorizing statute.

## 5. Funding and Billing

- A. DOH shall pay the LHJ for services as set forth in the Exhibit A, Statements of Work, not to exceed funding amounts as detailed in the Contract Allocations, Exhibit B, for those services provided herein.

The LHJ will advise the Program Contact identified in the applicable Statement of Work in writing 90 calendar days prior to the end of the funded period, or as soon as practicable thereafter, if the LHJ anticipates not using all Contract funding.

- B. If the Exhibit A, Statement of Work, is supported by federal funds that require compliance with FFATA (the Transparency Act), the corresponding checkbox on the statement of work will be checked.
- C. Total consideration for this Contract is \$1,353,058, or as amended.

The LHJ will submit accurate and timely billings which, for clarity and consistency, will be prepared using the form provided and following the instructions located on the DOH website, [www.doh.wa.gov](http://www.doh.wa.gov).

DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

D. The LHJ will submit a BARS A financial report by April 15 for the prior calendar year.

## 6. Contract Management

Unless otherwise specified in the Contract, the following individuals are the contacts (“Contract Coordinators”) for all notices required or permitted under this Contract:

<b>LHJ Contract Coordinator:</b>		<b>DOH Contract Coordinator:</b>	
<b>Name:</b> April Fisk		<b>Name:</b> Brenda Henrikson	
<b>Title:</b>		<b>Title:</b> Contracts Specialist	
<b>Mailing Address:</b>		<b>Mailing Address:</b>	
345 - 6 <sup>th</sup> Street, Suite 300, Bremerton WA 98337		PO Box 47905, Olympia WA 98504-7905	
<b>Physical Address:</b>		<b>Physical Address:</b>	
Same as above		101 Israel Rd. SE, Tumwater WA 98501-5570	
<b>Phone:</b> 360-728-2235	<b>Fax:</b> 360-813-1379	<b>Phone:</b> 360-236-3933	<b>Fax:</b> 360-236-2401
<b>Email Address:</b>		<b>Email Address:</b>	
april.fisk@kitsappublichealth.org		brenda.henrikson@doh.wa.gov	

A party may change its Contract Coordinator or its Program Contact by providing written notice to the other party. DOH Program Contacts can be found in the Exhibit A, Statements of Work, and on the DOH website at [www.doh.wa.gov](http://www.doh.wa.gov).

## 7. Access to Records

To the extent authorized by applicable federal and state law, the parties shall provide access to records relevant to this Contract to each other, the Joint Legislative Audit and Review Committee, the State Auditor, and authorized federal officials, at no additional cost. Inspections shall occur at reasonable times and upon reasonable notice.

## 8. All Writings Contained Herein

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. The individuals signing this Contract certify by their signatures that they are authorized to sign this Contract on behalf of their respective entity.

## 9. Assignment

Except for subcontracting as authorized in this Contract, the LHJ shall not assign or delegate, in whole or in part, this Contract or any of its rights, duties, obligations, or responsibilities, without the prior written consent of DOH’s Contracting Officer, which consent shall not be unreasonably withheld.

## 10. Assurances

The parties agree that all activity pursuant to this Contract shall be in accordance with all applicable current federal, state and local laws, rules, and regulations.

The LHJ acknowledges its agreement to comply with federal certifications and assurances by signing and returning the following:

1. Standard Federal Certifications and Assurances
2. Federal Assurances for Non-Construction Programs



**11. Confidential Information**

The parties agree to comply with all state and federal statutes and regulations relating to Confidential Information. DOH and LHJ will limit access to the Confidential Information to the fewest number of people necessary to complete the work. Everyone having access to Confidential Information covered by this Contract must agree to protect the confidentiality of the information.

Either party to this Contract may designate certain Confidential Information as “Confidential Information/Notice Requested.” The designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information. If a third party requestor seeks information that has been marked “Confidential Information/Notice Requested,” notice shall be given to the marking party prior to release of the information. Such notice shall be provided to the program contact no less than five (5) business days prior to the date of disclosure, to allow the party objecting to disclosure to seek a protective order from the proper tribunal.

DOH and LHJ agree to establish, document and maintain security practices and safeguards consistent with state and federal laws, regulations, standards, and guidelines to prevent unauthorized access, use, or disclosure of Confidential Information in any form. In accordance with federal and state contracting requirements, DOH may monitor, audit, or investigate LHJ management of Confidential Information relating to this Contract. Working together, the LHJ and DOH may use any and all tools available to track Contract related Confidential Information.

If one of the parties becomes aware of an actual or suspected breach of confidentiality, that party will promptly notify the Contract Coordinator for the other party of the facts. The parties will work within their respective organizations to take any steps necessary to determine the scope of the breach and to restore reasonable security to the Confidential Information. Both parties agree to mitigate any known harmful effects of a breach in confidentiality, including notifying affected individuals to the extent required by law. The parties will also reasonably cooperate with law enforcement as appropriate.

**12. Ethics**

Both parties and their officers shall comply with all ethics laws applicable to their activities under this Contract, including Chapters 42.23 and 42.52 RCW. If a violation occurs and is not cured within a reasonable time after notice, the other party shall have the right to terminate this Contract. This section is expressly subject to the Disputes section of this Contract.

**13. Debarment Certification**

The LHJ, by signing this Contract, certifies that the LHJ is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal department or agency. The LHJ also agrees to include the above requirement in all subcontracts into which it enters. The LHJ will notify DOH of any such events that may occur during the term of the Contract.

**14. Disputes**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in good faith in non-binding mediation. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service located in Washington State that selects a qualified mediator for the parties. Each party shall bear its own costs for mediation and each party shall contribute equally to the mediator’s fee, if any. The parties agree that mediation shall precede any action in a judicial tribunal.

Nothing in this contract shall be construed to limit the parties’ choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

**15. Equipment Purchases**

Equipment purchased by the LHJ for use by the LHJ or its subcontractors during the term of this Contract using federal funds, in whole or in part, shall be the property of the LHJ. The use, management and disposal of the equipment must comply with federal requirements. These requirements are found in the Office of Management and Budget’s (OMB’s)

Uniform Guidance, Title 2 Code of Federal Regulations Part 200 (2 CFR 200) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or are included in the federal funding agency's regulations.

#### **16. Governing Law and Venue**

The laws of the state of Washington govern this Contract. In the event of a lawsuit by the LHJ against DOH arising under this Contract, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DOH against the LHJ arising under this Contract, venue shall be proper only in the county in which the LHJ is located or in either of the two nearest judicial districts within the meaning of RCW 36.01.050.

#### **17. Independent Capacity**

The employees or agents of each party who are engaged in the performance of this Contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

#### **18. Insurance**

The LHJ certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required by this Contract. Each party shall pay for losses for which it is found liable. The LHJ agrees to require all subcontractors to maintain insurance in types and with limits as may be determined by the LHJ and/or its risk manager, unless the LHJ and DOH agree otherwise.

#### **19. Licensing, Accreditation and Registration**

The LHJ shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards, necessary for the performance of this Contract.

#### **20. Maintenance of Records**

Each party to this Contract shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by it. All books, records, documents, and other material relevant to this Contract will be retained for six (6) years after expiration. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. Both parties agree to continue protecting records until such time as the information is destroyed in accordance with applicable state and federal records retention laws.

#### **21. Modifications and Waivers**

This Contract, or any term or condition, may be modified only by a written amendment signed by the DOH Contracting Officer and the authorized representative for the LHJ. Either party may propose an amendment.

Failure or delay on the part of either party to exercise any right, power, privilege or remedy provided under this Contract shall not constitute a waiver. No provision of this Contract may be waived by either party except in a writing signed by the DOH Contracting Officer or the authorized representative of the LHJ.

#### **22. No Third-Party Rights Created**

This Contract, or any program hereunder, is entered into solely for the benefit of the two parties thereto and shall not be construed as giving rise to any right, remedy or expectancy of any kind or nature on the part of any third party.

#### **23. Nondiscrimination**

During the performance of this Contract, the LHJ and DOH shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the LHJ's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the LHJ may be declared

ineligible for further contracts with DOH. The LHJ shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

#### **24. Order of Precedence**

In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal statutes, and local laws, rules and regulations.
- Terms and conditions of this Contract.
- Statements of Work.
- Any other provisions of this Contract, including other materials incorporated by reference.

#### **25. Ownership of Material/Rights in Data**

Records and other documents relevant to this Contract, in any medium, furnished by one party to this Contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. Data which is delivered under the Contract shall be transferred to DOH with a nonexclusive, royalty-free, perpetual, irrevocable license to publish, translate, reproduce, modify, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the LHJ has a right to grant such a license. The LHJ shall exert all reasonable effort to advise DOH, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. DOH shall receive prompt written notice of each notice or claim or copyright infringement received by the LHJ with respect to any data delivered under this Contract. DOH shall have the right to modify or remove any restrictive markings placed upon the data by the LHJ, provided that if DOH modifies or removes such markings without the LHJ's approval, it assumes all liability for doing so.

#### **26. Publications**

Any program reports, articles, and publications that result from information gathered through use of state and federal funds must acknowledge receiving support from DOH and/or the appropriate federal agencies. Correspondingly, such documents resulting from information gathered through use of local funds must acknowledge receipt of such local support.

#### **27. Responsibility for Actions**

Each party to this Contract shall be solely responsible for the acts and omissions of its own officers, employees, and agents in the performance of this Contract. Neither party to this Contract will be responsible for the acts and omissions of entities or individuals not party to this Contract. DOH and the LHJ shall cooperate in the defense of tort lawsuits, when possible.

#### **28. Loss or Reduction of Funding**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, DOH may elect to suspend or terminate the contract, in whole or in part, under the "Termination for Convenience" clause with a ten (10) business day notice to LHJ, to the extent possible, subject to renegotiation at DOH's discretion under those new funding limitations and conditions.

#### **29. Severability**

If any term or condition of this Contract is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Contract, provided, however, that the remaining terms and conditions can still fairly be given effect.

#### **30. Subcontracts**

The LHJ may subcontract any or all of the services or other obligations specified in this Contract. The LHJ will require the subcontractor to comply with all the applicable terms and conditions of this Contract, including all terms, conditions, certifications and assurances. The LHJ agrees it is responsible for assuring adequate performance on the part of the subcontractor.

The parties agree that all subcontractors must be responsible for any liabilities created by their actions or omissions. In the event DOH, LHJ, and subcontractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission, then each entity shall be responsible for its proportionate share.

### 31. Subrecipient

For those activities designated as “subrecipient” on Exhibit A, Statements of Work, the LHJ must comply with applicable federal requirements, including but not limited to OMB’s Uniform Guidance at 2 CFR 200, Subparts D (Administrative Requirements), E (Cost Principles) and F (Audit Requirements), and program specific federal regulations. If the LHJ expends \$500,000 or more in federal awards from all sources, it is responsible for obtaining appropriate audits. If the LHJ expends \$750,000 or more in federal grants or awards from all sources, it is responsible for obtaining the required single audit.

### 32. Survivability

The terms and conditions contained in this Contract, which by their sense and context are intended to survive the expiration of the Contract, shall survive. Surviving terms include, but are not limited to: Access to Records, Confidential Information, Disputes, Responsibility for Actions, Maintenance of Records, Ownership of Material/Rights in Data, Subcontracts, Termination for Convenience, Termination for Default, and Termination Procedure.

### 33. Term

This Contract will be in effect following execution by the parties from January 1, 2018 through December 31, ~~2020~~ **2021**, unless terminated earlier as provided herein.

### 34. Termination for Convenience

Except as otherwise provided in this Contract, either party may terminate or suspend this Contract, or any program hereunder, for convenience by providing at least thirty (30) days’ advance written notice to the other party.

If DOH elects to suspend the Contract, in whole or in part, LHJ shall stop work as of the effective date of DOH’s written notice of suspension. During suspension, each Party will reasonably notify the other of any conditions that may affect resumption of performance. Upon DOH’s written notice to resume performance, LHJ shall resume work unless the LHJ provides notice to DOH that services cannot be resumed. If LHJ cannot resume performance, the Contract or affected Exhibit A, Statement of Work, will be deemed terminated upon the date the LHJ received notice to suspend performance.

### 35. Termination for Default

(a) In the event of a default by either party under this Contract, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Contract, or any program hereunder, if the default is not cured within thirty (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 Contract is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

(b) A disputed termination for default is expressly subject to the Disputes section of this Contract.

### 36. Termination Procedure

Upon termination DOH may require the LHJ to deliver to DOH any non-LHJ-owned equipment, data, or other property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

DOH shall pay to the LHJ the agreed upon price, if separately stated, for completed work and services accepted by DOH. In addition DOH shall pay the amount determined by DOH’s Contracting Officer for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by DOH, and (d) the protection and preservation of the property. Disagreement by the LHJ with the determination of DOH’s Contracting Officer that relates to the obligations or amounts due to the LHJ shall be considered a dispute within the meaning of the “Disputes” clause of this Contract.

DOH may withhold from any amounts due the LHJ for such completed work or services such sum as DOH’s Contracting Officer reasonably determines to be necessary to protect DOH against potential loss or liability. The rights and remedies of DOH provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a written notice of termination, the LHJ shall:

- Stop work under the Contract on the date and to the extent specified in the notice;
- Place no further orders or subcontracts for materials, services, or facilities, except as necessary to complete such portion of the work not terminated;
- Assign to DOH, to the extent reasonably directed by DOH’s Contracting Officer and to the extent that the LHJ has the legal right to do so, all of the right, title, and interest of the LHJ under the orders and subcontracts in which case DOH has the right, at its reasonable discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of orders or subcontracts, with the approval or ratification of DOH’s Contracting Officer to the extent he/she may reasonably require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to DOH and deliver, as reasonably directed by DOH’s Contracting Officer, any property which, if the Contract had been completed, would have been required to be furnished to DOH;
- Complete performance of such part of the work not terminated by DOH’s Contracting Officer; and,
- Take such action as may be necessary, or as DOH’s Contracting Officer may reasonably direct, for the protection and preservation of the property related to this Contract which is in the possession of the LHJ, or its subcontractors, and in which DOH has or may acquire an interest.

**IN WITNESS WHEREOF, the parties have executed this Contract.**

KITSAP PUBLIC HEALTH DISTRICT

STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

## Standard Federal Certifications and Assurances

Following are the Assurances, Certifications, and Special Conditions that apply to all federally-funded (in whole or in part) agreements administered by the Washington State Department of Health.

### CERTIFICATIONS

#### 1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;  
 Have not within a 3-year period preceding this contract been convicted of 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 statements, or receiving stolen property;
- B. Are not presently indicted 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
- C. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

#### 2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
  - 1) The Dangers of drug abuse in the workplace;
  - 2) The contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1) above;



- D. Notifying the employee in the statement required by paragraph 1), above, that, as a condition of employment under the contract, the employee will:
- 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph D. 2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph D. 2) with respect to any employee who is so convicted:
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (E) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer  
 Office of Grants Management  
 WA State Department of Health  
 PO Box 47905  
 Olympia, WA 98504-7905

### 3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying

Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)**

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

**5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

**6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.



- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 6. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

**7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

- A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 2) Have not within a three-year period preceding this contract been convicted of 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 statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. B. of this certification; and
  - 4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

**AUTHORIZED SIGNATURE REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
PLEASE PRINT OR TYPE NAME:	
ORGANIZATION NAME: (if applicable)	DATE

## Federal Assurances – Non-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

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**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §§874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Uniform Guidance at 2 CFR 200, Subpart F.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**AUTHORIZED SIGNATURE REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
PLEASE PRINT OR TYPE NAME	
ORGANIZATION NAME (if applicable)	DATE

**KITSAP PUBLIC HEALTH DISTRICT  
2018-2021 CONSOLIDATED CONTRACT #CLH18248  
EXHIBIT A - STATEMENTS OF WORK  
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**Exhibit A  
Statement of Work  
Contract Term: 2018-2021**

**DOH Program Name or Title:** Commercial Tobacco Prevention Program - Effective July 1, 2020

**Local Health Jurisdiction Name:** Kitsap Public Health District

**Contract Number:** CLH18248

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

**Period of Performance:** July 1, 2020 through June 30, 2021

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

**Statement of Work Purpose:** The purpose of this statement of work is to provide state funding for tobacco and vapor product prevention and control activities.

Note: Due dates and allocations are for purposes of reflecting the total annual allocation and reporting for SFY20 and SFY21. SFY21 will be split between the current 2018-2020 Consolidated Contract (ConCon) and the next ConCon term beginning January 1, 2021. Any unused portion of SFY21 will be carried forward into the new contract term

**Revision Purpose:** The purpose of this revision is to add \$12,241 in FFY20 Tobacco Vape Prev Comp 1 funding, extend the period of performance from December 31, 2020 to June 30, 2021, and extend funding periods and deliverable due date/time frame dates..

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			
Youth Tobacco Vapor Products	N/A	334.04.93	77410890	07/01/20	06/30/21	38,402	0	38,402
FPH-Youth Tobacco Vapor Prevention	N/A	334.04.93	77410621	07/01/20	06/30/21	24,289	0	24,289
SFY21 Marijuana Education	N/A	334.04.93	77420821	07/01/20	06/30/21	5,766	0	5,766
FFY20 Tobacco-Vape Prev Comp 1	93.387	333.93.38	77410220	07/01/20	04/28/21	12,241	12,241	24,482
<b>TOTALS</b>						<b>80,698</b>	<b>12,241</b>	<b>92,939</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	<p><b>Planning and Coordination</b></p> <p>1. Using a template provided by CTPP, build upon existing 2019-2020 implementation plan for 2020-2021 in collaboration with representatives from all counties within the respective Accountable Communities of Health (ACH) region.</p> <p>2. Participate in at least one (1) virtual meeting or in-person with CTPP and all regional and priority population contractors.</p>		Monthly Progress Report (due the 15 <sup>th</sup> of the month) and Expenditure Report and Request for Reimbursement (due the 30 <sup>th</sup> of the month.)	07/01/20- <del>12/31/20</del> 06/30/21	<p>Funding utilized: State and federal (YTVP, FPH, CDC)</p> <p>Reimbursement for actual expenditures, not to exceed total funding consideration.</p> <p>A19-1A invoice for CTPP expenditures</p>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	3. Participate in statewide commercial tobacco prevention coalition meetings as established.				<p>must continue to be submitted to the DOH Grants Management office per the consolidated contract.</p> <p>The expenditure worksheet in the CTPP budget workbook must be completed by the 30<sup>th</sup> of the month following the month in which costs were incurred.</p>
2	<p><b>Reduce Tobacco-Related Disparities</b></p> <p>1. In collaboration with priority population contractors, engage and educate internal and external partners about:</p> <ol style="list-style-type: none"> <li>The value of local control in preventing initiation and continued use of tobacco and vapor products that lead to tobacco-related health issues and health disparities.</li> <li>The value of a comprehensive tobacco prevention program to prevent the initiation of tobacco and vapor product use among youth and young adults</li> <li>Focused policy options to address the impact of flavored (including menthol) tobacco and vapor product flavors on youth initiation and use of tobacco and vapor products.</li> </ol> <p>2. Disseminate prevention and Tobacco Use and Dependence Treatment (TUDT)-informing materials for disparately affected communities that address emerging tobacco/vapor products are culturally &amp; linguistically appropriate, trauma-informed, &amp; equity-based.</p>		Monthly Progress Report (due the 15 <sup>th</sup> of the month) and Expenditure Report and Request for Reimbursement (due the 30 <sup>th</sup> of the month.)	07/01/20- <del>12/31/20</del> 06/30/21	<p>Funding utilized: State and federal (YTVP, FPH, CDC)</p> <p>Reimbursement for actual expenditures, not to exceed total funding consideration.</p> <p>A19-1A invoice for CTPP expenditures must continue to be submitted to the DOH Grants Management office per the consolidated contract.</p> <p>The expenditure worksheet in the CTPP budget workbook must be completed by the 30<sup>th</sup> of the month following the month in which costs were incurred.</p>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	3. Educate key stakeholders and decision-makers on: <ul style="list-style-type: none"> <li>a. The role of local control in preventing youth initiation and continued use of tobacco and vapor products that lead to tobacco-related health issues and health disparities;</li> <li>b. Evidence-based and promising policies and practices to decrease the appeal of tobacco and vapor products to youth and youth adults.</li> </ul>				
3	<p><b>Prevent Tobacco use Among Youth and Young Adults with Emphasis on Nicotine Consumed Through Electronic Cigarettes/Vapor Products</b></p> <ul style="list-style-type: none"> <li>1. Build upon existing Tobacco and Vapor 21 implementation plan, addressing diverse audiences and ensuring all communications materials are culturally and linguistically appropriate.</li> <li>2. Build or enhance partnerships with youth-serving organizations and local champions (including identifying youth champions) to collaborate on youth access and industry marketing.</li> </ul>		Monthly Progress Report (due the 15 <sup>th</sup> of the month) and Expenditure Report and Request for Reimbursement (due the 30 <sup>th</sup> of the month.)	07/01/20- <del>12/31/20</del> 06/30/21	Funding utilized: State and federal (YTVP, FPH, CDC)  Reimbursement for actual expenditures, not to exceed total funding consideration.  A19-1A invoice for CTPP expenditures must continue to be submitted to the DOH Grants Management office per the consolidated contract.  The expenditure worksheet in the CTPP budget workbook must be completed by the 30 <sup>th</sup> of the month following the month in which costs were incurred.



Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
4	<p><b>Promote and Support Tobacco Use and Dependence Treatment</b></p> <ol style="list-style-type: none"> <li>1. Inform providers about TUDT resources and referral processes, including those for the Washington State Tobacco Quitline (WAQL), 2Morrow Health application, and WA-Branded Truth Initiative’s “This is Quitting” promotional materials.</li> <li>2. In collaboration with CTPP, incorporate 2020-2021 Centers for Disease Control and Prevention (CDC) (e.g., Tips® campaign) materials into agency social media content, and report communications and media efforts in a template provided by the CTPP as part of the monthly reporting requirement.</li> <li>3. Disseminate TUDT resources provided by CTPP to community-based organizations, centers, and networks supporting disparately affected communities.</li> </ol>		Monthly Progress Report (due the 15 <sup>th</sup> of the month) and Expenditure Report and Request for Reimbursement (due the 30 <sup>th</sup> of the month.)	07/01/20- <del>12/31/20</del> 06/30/21	<p>Funding utilized: State and federal (YTVP, FPH, CDC)</p> <p>Reimbursement for actual expenditures, not to exceed total funding consideration.</p> <p>A19-1A invoice for CTPP expenditures must continue to be submitted to the DOH Grants Management office per the consolidated contract.</p> <p>The expenditure worksheet in the CTPP budget workbook must be completed by the 30<sup>th</sup> of the month following the month in which costs were incurred.</p>
5	<p><b>Eliminate Exposure to Secondhand Smoke and Vape Emissions</b></p> <ol style="list-style-type: none"> <li>1. Conduct education and outreach within respective ACH region addressing local smoking and vaping in public places ordinances.</li> <li>2. Respond to technical assistance requests and needs from local agencies and organizations interested in adopting and/or that have adopted voluntary smoke-free and vape-free campus and/or organizational policies.</li> <li>3. Respond to technical assistance requests to colleges/universities on the adoption and implementation of tobacco- and vape-free campuses.</li> <li>4. Upon request, provide technical assistance to multi-unit housing organizations, landlords, and residents on smoke- and/or vape-free policies.</li> </ol>		Monthly Progress Report (due the 15 <sup>th</sup> of the month) and Expenditure Report and Request for Reimbursement (due the 30 <sup>th</sup> of the month.)	07/01/20- <del>12/31/20</del> 06/30/21	<p>Funding utilized: State and federal (YTVP, FPH, CDC)</p> <p>Reimbursement for actual expenditures, not to exceed total funding consideration.</p> <p>A19-1A invoice for CTPP expenditures must continue to be submitted to the DOH Grants Management office per the consolidated contract.</p>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
					The expenditure worksheet in the CTPP budget workbook must be completed by the 30 <sup>th</sup> of the month following the month in which costs were incurred.
6	<p><b>Media and Health Communications</b></p> <p>Plan and implement public relations/earned media efforts (i.e. press releases, social media) utilizing national media campaigns to prevent youth initiation and support cessation.</p>		Monthly Progress Report (due the 15 <sup>th</sup> of the month) and Expenditure Report and Request for Reimbursement (due the 30 <sup>th</sup> of the month.)	07/01/20- <del>12/31/20</del> 06/30/21	<p>Funding utilized: State and federal (YTPV, FPH, CDC)</p> <p>Reimbursement for actual expenditures, not to exceed total funding consideration.</p> <p>A19-1A invoice for CTPP expenditures must continue to be submitted to the DOH Grants Management office per the consolidated contract.</p> <p>The expenditure worksheet in the CTPP budget workbook must be completed by the 30<sup>th</sup> of the month following the month in which costs were incurred.</p>
7	<p><b>Youth Marijuana Prevention and Education</b></p> <p>Conduct education and outreach activities to prevent the initiation and use of vapor products as delivery devices for nicotine and marijuana and that focuses on the potential health risks of vapor product use, regardless of the substance it contains.</p>		Monthly Progress Report (due the 15 <sup>th</sup> of the month) and Expenditure Report and Request for Reimbursement (due the 30 <sup>th</sup> of the month.)	07/01/20- <del>12/31/20</del> 06/30/21	<p>Funding utilized: State (Marijuana Prevention and Education)</p> <p>Reimbursement for actual expenditures, not to exceed total funding consideration.</p>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
					<p>A19-1A invoice for CTPP expenditures must continue to be submitted to the DOH Grants Management office per the consolidated contract.</p> <p>The expenditure worksheet in the CTPP budget workbook must be completed by the 30<sup>th</sup> of the month following the month in which costs were incurred.</p>

**\*For Information Only:**

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

**Special Requirements**

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

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

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

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

**Program Specific Requirements/Narrative**

**Definitions:**

CONTRACTOR – LHJ performing work under this statement of work.

**A. Contractor will:**

1. Fulfill program administration roles and responsibilities:
  - a) Ensure required infrastructure. It is recommended that each regional contractor have 0.4 FTE but will have no less than a .25 FTE (10 hours/week).
  - b) Participate in required conference calls, trainings, webinars, and in-person or virtual meetings for Commercial Tobacco Prevention Program (CTPP) contractors hosted by DOH.

- Participate in contract management conference calls/webinars with CTPP every other month, beginning in July 2020. The purpose of the calls are to review activity status and plans, identify next steps and timelines, request for and receive technical assistance, and for collaboration and sharing regional work.
  - Participate in at least one (1) virtual meeting or in-person with CTPP and all regional and priority population contractors.
- c) Submit an Annual Implementation Plan and Budget according to the deadlines in Section E below.
  - d) Submit accurate and complete progress reports, budgets, and A19-1A invoices, using the required guidance, reporting tool or system, and deadlines (see Section E below) provided by DOH.
  - e) Act as the fiduciary agent if subcontracting. DOH must be notified and approve of any subcontractors; however, subcontractor performance is the responsibility of each CTPP Regional Contractor.
  - f) Meet all requirements outlined in the CTPP Work Plan and Reporting Guidebook provided by CTPP.
  - g) Have completed background checks and on file for any staff or volunteer (funded and/or representing a CTPP contractor or subcontractor) who will be with youth and unsupervised. Prohibit any staff with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this contract. This requirement is consistent with existing statute RCW 9.96A.020.

**B. DOH will support Contractor by providing:**

1. Timely communications regarding funding amounts and/or funding reductions.
2. An annual calendar of key events, required and optional trainings and other key dates.
3. Contract oversight and point of contact for overall project coordination, technical assistance, and facilitation of project communication.
4. Templates for implementation plan, budget workbook, and reporting requirements.
5. Technical assistance on meeting project goals, objectives, and activities related to:
  - a) Adapting required and innovative activities to ensure they are culturally and linguistically appropriate evidence-based or evidence-informed, or promising programs.
  - b) Developing and adapting project materials so they are culturally and linguistically appropriate using Cultural and Linguistically Appropriate Services (CLAS) standards <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.
  - c) Providing relevant resources and training, as resources permit.
  - d) Meeting performance measure, evaluation, and data collection requirements.
  - e) Interpreting DOH guidelines, requirements, and expectations. This includes making determinations of whether CTPP funds may be used for activities and projects proposed by the LHJ.

**C. Program Administration:**

1. The contractor shall perform the requirements and activities defined in this statement of work (SOW) and the Commercial Tobacco Prevention Program (CTPP) Work Plan and Reporting Guidebook, revised 2019. At a minimum, program and fiscal performance will be monitored and evaluated monthly by the assigned DOH staff based on each contractor's Monthly Progress Report, and Monthly Expenditure Worksheet and A19-1A invoice. CTPP staff will also monitor and evaluate regional program performance during on-site visits [minimum one (1) per biennium] following requirements and protocols provided by CTPP.
2. The contractor shall provide DOH with the program administrator's name, address, telephone number, and any subsequent changes. This contract information will be kept in an internal DOH database, along with the same information of all staff supported in part/full with CTPP funds. Failure of the contractor to perform activities (including those subcontracted to other agencies or organizations) as described in the DOH-approved SOW included herein and subsequent amendments, and in accordance with DOH administrative and Contract Performance Policies, and with any applicable local, state, or federal law or regulation, may result in the reduction of funds, suspension of services, or the termination of this SOW.
3. DOH reserves the right to determine the amount of any reduction to this statement of work, based on contractor's performance. Any reduction shall be based on a review of the contractor's expenditure patterns and actual performance.
4. Make reasonable efforts throughout the period of performance, to identify and leverage resources from private or public entities to support costs under this program.
5. The contractor's annual work plan and budget must be approved by CTPP contract manager prior to implementation. This includes execution of subcontracts within the region. Any changes to either the work plan or budget, must also be approved by the DOH contract manager prior to implementation.

**D. Subcontractor Requirements:**

1. When subcontracting with an organization that is leading regional efforts in one or more counties, the Regional Contractor is required to include language in these contracts that reflects the following:
  - Submit monthly progress reports and invoices that reflect work performed and funding spent using tools provided by DOH or the Regional Contractor. Due dates may be set by the Regional Contractor to ensure they can meet the deadlines in Section E below.
2. When subcontracting with an organization to work directly with youth (ages 0-17), the Regional Contractor is required to include language in these contracts that reflects the following:
  - Provide verification that criminal history/background checks have been completed for any staff and volunteers who will work with youth (ages 0-17) and are on file.

**E. Required Plans and Reports**

The contractor shall submit required reports by the date due using required forms according to procedures issued by DOH. These reports and their due dates shall include, but not be limited to:

<u>Report</u>	<u>Date Due</u>
1. Submit an annual plan, <i>updated Tobacco and Vapor 21 implementation plan</i> , and budget	Annually, no later than July 30, 2020, using a template provided by CTPP. DOH approval will occur no later than August 15, 2020. Update as needed on SharePoint.
2. Expenditure Report and Request for Reimbursement (A19-1A)	A19-1A and updated budget workbook due the 30 <sup>th</sup> of the month following the month in which costs are incurred.
3. Final Expenditure Projections, Report and Request for Reimbursement (FY Closeout)	Year-end projections are due as follows: FY21: July 10, 2021  Final Expenditure Reports are due within 45 days of the end of the contract year
4. Monthly Progress Report	The 15 <sup>th</sup> of the month following the month in which activities were performed, including the final monthly progress report. Monthly reports of work will include a narrative on overall progress using the reporting template located on SharePoint provided by CTPP. All documents related to task activities will be attached.
5. Assessment and Evaluation	Using a template provided by CTPP, complete project evaluation activity developed and coordinated by CTPP as requested.

**The contractor shall be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.**

**F. Payment**

1. All expenditures incurred and reimbursements made for performance under this statement of work shall be based on actual allowable costs in accordance with the Commercial Tobacco Prevention Program (CTPP) Work Plan and Reporting Guidebook, revised 2019.
2. DOH will reimburse the contractor for actual allowable program costs. Billings for services on a monthly fraction of the budget will not be accepted or approved.
3. DOH shall pay the contractor all allowable costs incurred as evidenced by a proper invoice submitted to DOH on a timely basis, insofar as those allowable and allocable costs do not exceed that amount appropriated or otherwise available for such purposes as stated herein, or in subsequent amendments.
4. DOH shall pay for costs under this statement of work up to a total not exceeding the total funding consideration amount. Costs allowable under this statement of work are based on DOH-approved budget for periods of performance: July 1, 2020 to June 30, 2021.

5. Authorized and allowable program expenditures shall be reimbursed upon receipt and approval of the Monthly Progress Report, Monthly Expenditure Report and Request for Reimbursement form (A19-1A) according to Section E of this contract. If the Monthly Progress Report, Expenditure Report and/or Request for Reimbursement form (A19-1A) are not completed within 60 days of the month when expenditures were incurred, DOH may withhold approval and payment, at its discretion, until the 30th of the month following submittal.
6. Final expenditure projections must be submitted by the 10th of July to allow DOH to appropriately accrue funds to make final payments.
7. The final Monthly Expenditure Report and Request for Reimbursement form must be submitted to DOH no later than 45 days following the end of the contract year in order to assure reimbursement of approved costs.
8. Backup documentation can include, but is not limited to; receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Backup documentation shall be kept on file by the fiscal agent and made available upon request by DOH.
9. Submission of electronic reports, deliverables, and other invoice attachments are preferred; however hard copies are acceptable.

#### **G. Program Manual, Handbook, Policy References**

Meet requirements outlined in the Commercial Tobacco Prevention Program (CTPP) Work Plan and Reporting Guidebook, Budget Workbook.

#### **H. Special References (RCWs, WACs, etc)**

As a provision of the Youth Tobacco and Vapor Product Prevention Account, [RCW 70.155.120](#), DOH shall, within up to seventy percent of available funds, provide grants to local health departments or other local community agencies to develop and implement coordinated tobacco and vapor product intervention strategies to prevent and reduce the use of tobacco and vapor products by youth.

#### **I. Restrictions on Funds**

##### **Federal Funding Restrictions and Limitations:**

- Subrecipients may not use funds for research.
- Subrecipients may not use funds for clinical care except as allowed by law.
- Subrecipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Subrecipients may not use funds to purchase tobacco prevention curriculum for K-12 schools.
- Subrecipients may not use funds for tobacco compliance check inspections.
- Subrecipients may not use funds to pay for Synar or Federal Drug Administration (FDA) compliance monitoring.
- Subrecipients must direct a minimum of **10%** of the funds for evaluation activities.
- Generally, subrecipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
  - The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and [additional guidance on lobbying for CDC recipients](#).
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (<https://www.cdc.gov/grants/additionalrequirements/ar-35.html>).

**DOH Program Contact**

Stacia Wasmundt, Contract Manager  
Youth Tobacco and Vapor Product Prevention Consultant  
Commercial Tobacco Prevention Program  
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**DOH Fiscal Contact**

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**Exhibit A  
Statement of Work  
Contract Term: 2018-2021**

**DOH Program Name or Title:** Division of Emergency Preparedness & Response  
PHEP - Effective July 1, 2020

**Local Health Jurisdiction Name:** Kitsap Public Health District

**Contract Number:** CLH18248

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

**Period of Performance:** July 1, 2020 through June 30, 2021

<b>Funding Source</b> <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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**Statement of Work Purpose:** The purpose of this statement of work is to establish funding and tasks to support and sustain LHJ public health emergency preparedness as part of statewide public health emergency preparedness and response.

**Revision Purpose:** The purpose of this revision is to extend the period of performance, add the remainder of the annual allocation, add an end-of-year report, revise the budget due date, add a training and exercise task, and remove activities no longer required.

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			
FFY20 PHEP BP2 LHJ Funding	93.069	333.93.06	31102280	07/01/20	06/30/21	177,207	118,138	295,345
<b>TOTALS</b>						<b>177,207</b>	<b>118,138</b>	<b>295,345</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Across Domains and Capabilities  Complete reporting templates as requested by DOH to comply with program and federal grant requirements, including mid-year and end-of-year reports.		Mid-year report on template provided by DOH.  <i>End-of-year report on template provided by DOH.</i>  Additional reporting may be required if federal requirements change.	December 31, 2020  <i>June 30, 2021</i>	Reimbursement for actual costs not to exceed total funding consideration amount.
2	Across Domains and Capabilities  Participate in an evaluation of LHJ response capabilities, upon request from DOH.		DOH will maintain documentation of evaluation participation.	Upon request.	



Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	<p>Across Domains and Capabilities</p> <p>Develop a budget demonstrating how the LHJ plans to spend funds during this period of performance, using a budget template provided by DOH.</p> <p>Note: 20% of the LHJ's annual allocation will be withheld until this requirement is met. Failure to meet this requirement may result in DOH redirecting funds from the LHJ.</p>		Budget, using template provided by DOH.	<p><del>September 1, 2020</del></p> <p><i>Upon request from DOH.</i></p>	
4	<p>Across Domains and Capabilities</p> <p>Review and provide input to DOH on public health emergency preparedness plans developed by DOH, upon request from DOH.</p>		<p>Mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p> <p>Input provided to DOH upon request from DOH.</p>	<p>December 31, 2020</p> <p><i>June 30, 2021</i></p>	
5	<p>Domain 1 Community Resilience Capability 1 Community Preparedness</p> <p>Participate in emergency preparedness events (for example, trainings, meetings, conference calls, and conferences) to advance LHJ, regional, or statewide public health preparedness.</p>		<p>Mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p> <p>Documentation of training available upon request.</p>	<p>December 31, 2020</p> <p><i>June 30, 2021</i></p>	
6	<p>Domain 1 Community Resilience Capability 1 Community Preparedness - Vulnerable populations</p> <p>6.1 Update and maintain the All Hazards Plan to address vulnerable populations.</p> <p>6.2 Provide a procedure, checklist, job action sheet, or other document(s) that describe how the needs of vulnerable populations (especially those with access and functional needs) will be addressed during a response. The document(s) should also describe how the LHJ will engage directly with the affected populations during a response.</p>		<p>Mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p> <p>Updated sections of the All Hazards Plan available upon request.</p> <p>Procedure checklist, job action sheet or other documentation available upon request.</p>	<p>December 31, 2020</p> <p><i>June 30, 2021</i></p>	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>6.3 Document the primary groups within the LHJ boundaries identified in Centers for Disease Control and Prevention (CDC)'s Social Vulnerability Index to inform public health response planning.</p> <p>Note: Tasks 6.1, 6.2 and 6.3 don't need to be completed until June 30, 2021. LHJs may begin work in this Statement of Work period, or may opt to do all the work in the next Statement of Work period.</p>		Documentation of primary vulnerable population groups available upon request.		
7	<p>Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training &amp; Exercise</p> <p>Based on availability of training, participate in at least one Foundational Public Health Emergency Preparedness Training provided by region, DOH, DOH-contracted partner, or DOH-approved trainer in person or via webinar.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>For some LHJs this training won't be available until the next Statement of Work period, January 1 – June 30, 2021. DOH will work with regions and LHJs to customize and schedule training(s).</li> <li>This is one or more specific trainings coordinated by DOH. DOH will work with LHJ to implement.</li> <li>Participation in an activation, exercise or real-world event may be considered additional training, but does not take the place of the requirement to participate in at least one training as described above.</li> </ul>		<p>Mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p>	<p>December 31, 2020</p> <p><i>June 30, 2021</i></p>	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
8	<p>Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training &amp; Exercise</p> <p>Gather and submit data for LHJ performance measure (PM) 2: Percent of public health and medical responders who are trained on their role during a public health response.</p> <p>Note: DOH will provide additional guidance about submitting performance measure data.</p>		LHJ performance measure data (PM 2)	October 30, 2020	
9	<p>Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training &amp; Exercise</p> <p>Collaborate with DOH Training &amp; Exercise Working Group to identify and provide training and exercise opportunities to region (this includes facilitating delivery of training/exercises and sharing information about training/exercise opportunities).</p>		<p>Mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p>	<p>December 31, 2020</p> <p><i>June 30, 2021</i></p>	
10	<p>Domain 2 Incident Management Capability 3 Emergency Operations Coordination - Training &amp; Exercise</p> <p>10.1 Work with Local Emergency Response Coordinators (LERCs) in region to review regional public health preparedness and response capabilities and identify gaps, priorities, and training needs.</p> <p>10.2 Update Regional Training &amp; Exercise Plans with input from LERCs in region.</p> <p>10.3 Complete Training &amp; Exercise Planning Workshop Guide with input from LERCs in region. Guide will be provided by DOH.</p> <p><i>10.4 Participate in Integrated Preparedness Planning Workshop unless cancelled.</i></p>		<p>Mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p> <p>10.2 Regional Training &amp; Exercise Plans available upon request.</p> <p>10.3 Training &amp; Exercise Planning Workshop Guide. Guide will be provided by DOH.</p>	<p>December 31, 2020</p> <p><i>June 30, 2021</i></p> <p><i>10.3 December 31, 2020</i></p> <p><i>10.4 As requested by DOH.</i></p>	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
11	<p>Domain 2 Incident Management Capability 3 Emergency Operations Coordination</p> <p>Participate in one or more exercises or real-world incidents testing each of the following:</p> <ul style="list-style-type: none"> <li>• The process for requesting and receiving resource support</li> <li>• The process for gaining, maintaining and sharing situational awareness of, as applicable: <ul style="list-style-type: none"> <li>○ The functionality of critical public health operations</li> <li>○ The functionality of critical healthcare facilities and the services they provide</li> <li>○ The functionality of critical infrastructure serving public health and healthcare facilities (roads, water, sewer, power, communications)</li> <li>○ Number of disease cases</li> <li>○ Number of fatalities attributed to an incident</li> <li>○ Development of an ESF#8 situation report, or compilation of situational awareness information to be included in a County situation report</li> <li>○ Emergency Operations Center (EOC) or Incident Command System (ICS) activation</li> </ul> </li> </ul> <p>Notes:</p> <ul style="list-style-type: none"> <li>• This task doesn't need to be completed until June 30, 2021. LHJs may begin work in this Statement of Work period, or may opt to do all the work in the next Statement of Work period.</li> <li>• The communication drill (15.2) does not meet the requirement for participation in an exercise or real world event.</li> </ul>		<p>Mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p> <p>After Action Review(s) and Corrective Action Plan(s) available upon request.</p>	<p>December 31, 2020</p> <p><i>June 30, 2021</i></p>	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
12	Domain 2 Incident Management Capability 3 Emergency Operations Coordination  Gather and submit data for LHJ performance measure 3: Percent of Corrective Action Plan items completed by due date.  Notes: <ul style="list-style-type: none"> <li>• Develop corrective action plans following the Homeland Security Exercise and Evaluation Program (HSEEP).</li> <li>• DOH will provide additional guidance about submitting performance measure data.</li> </ul>		LHJ performance measure data (PM 3)	October 30, 2020	
13	Domain 2 Incident Management Capability 3 Emergency Operations Coordination  Gather and submit data for LHJ performance measure 1: Amount of time (in minutes) to mobilize a public health and medical response.  Notes: <ul style="list-style-type: none"> <li>• “Mobilize a response” is defined as the first verbal briefing of the response team from the initial notification to the public health responders in the area.</li> <li>• The target is to mobilize a response within 45 minutes.</li> <li>• DOH will provide additional guidance about submitting performance measure data.</li> </ul>		LHJ performance measure data (PM 1)	October 30, 2020	
14	Domain 2 Incident Management Capability 3 Emergency Operations Coordination  14.1 Provide immediate notification to DOH Duty Officer at 360-888-0838 or <a href="mailto:hanalert@doh.wa.gov">hanalert@doh.wa.gov</a> for all response incidents involving use of emergency response plans and/or incident command structures.		Mid-year report on template provided by DOH. Indicate that this was done or that no response incident occurred.  <i>End-of-year report on template provided by DOH. Indicate that this was done or that no response incident occurred.</i>	December 31, 2020  <i>June 30, 2021</i>	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	14.2 Produce and provide situation reports (sitreps) documenting LHJ activity during all incidents. Sitrep may be developed by the LHJ or another jurisdiction that includes input from LHJ.		14.1 Notification to DOH Duty Officer within 60 minutes of activation.  14.2 Sitreps submitted to DOH Duty Officer		
15	<p>Domain 3 Information Management Capability 4 Emergency Public Information and Warning - Communication</p> <p>15.1 Participate in Monthly Public Health Communicator Call/Webinar by joining call/webinar and/or following information on Basecamp.</p> <p>15.2 Participate in <i>at least one risk</i> communication drill offered by DOH <i>between July 1, 2020 and June 30, 2021</i>. Drill will occur via webinar, phone and email. DOH will offer <i>one in July 1 – December 31, 2020 and one drill</i> between January 31 – June 30, 2021.</p> <p>15.3 Conduct a hot wash evaluating LHJ participation in the drill.</p> <p>15.4 Identifying and implementing communication strategies in real world incident will satisfy need to participate in drill. Conduct a hot wash or After Action Review (AAR) evaluating LHJ participation in communication strategies during the incident. <i>If, the real world event response is ongoing, LHJ may opt to conduct a hot wash or AAR evaluating communication strategies to date, OR include a summary of communication activities in mid-year and/or end-of year reports and one sample of communication.</i></p> <p>Notes:</p> <ul style="list-style-type: none"> <li>Participation in a real world event may meet the requirement for 15.2, 15.3 and 15.4.</li> </ul>		<p>Mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p> <p>15.3 and 15.4 Hotwash or After Action Review (AAR) <i>OR summary of communication activities and one sample.</i></p>	<p>December 31, 2020</p> <p><i>June 30, 2021</i></p>	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> <li>The communication drill doesn't meet the requirement for participation in an exercise or real world event for Activity 11.</li> </ul>				
16	<p>Domain 3 Information Management Capability 4 Emergency Public Information and Warning</p> <p>Gather and submit data for LHJ performance measure 7: Amount of time to identify and implement communication strategies during a response or exercise.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>The target is within the first six hours.</li> <li>DOH will provide additional guidance about submitting performance measure data.</li> </ul>		LHJ performance measure data (PM 7)	October 30, 2020	
17	<p>Domain 3 Information Management Capability 6 Information Sharing</p> <p>17.1 Maintain WASECURES as primary notification system.</p> <p><del>17.2 Participate in DOH led notification drills.</del></p> <p><del>17.3 Conduct at least one LHJ drill using LHJ preferred staff notification system.</del></p> <p><del>17.4</del> 17.2 Participate in quarterly DOH-led WASECURES Users Group, provide technical assistance to LHJs in region as needed.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>Registered users must log in quarterly at a minimum.</li> <li>DOH will provide technical assistance to LHJs on using WASECURES.</li> <li>LHJ may choose to use another notification system <u>in addition to</u> WASECURES to alert staff during incidents.</li> </ul>		<p>Mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p>	<p>December 31, 2020</p> <p><i>June 30, 2021</i></p>	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> <li>• <del>17.3 doesn't need to be completed until June 30, 2021. LHJs may begin work in this Statement of Work period, or may opt to do all the work in the next Statement of Work period.</del></li> <li>• <del>DOH tracks data for LHJ Performance Measure 6: Percent of successful WASECURES alerts (high or medium level) confirmed within 60 minutes of receipt by LHJ staff</del></li> </ul>				
18	<p>Domain 3 Information Management Capability 6 Information Sharing</p> <p>Provide Essential Elements of Information (EIs) during incident response upon request from DOH.</p> <p>Note: DOH will request specific data elements from the LHJ during an incident response, as needed to inform decision making by DOH and state leaders, as well as federal partners when requested.</p>		<p>Provide EIs upon request.</p> <p>Note in the mid-year <i>and end-of-year</i> reports that EIs were provided or none were requested.</p>	<p>Upon request.</p> <p>December 31, 2020</p> <p><i>June 30, 2021</i></p>	
19	<p>Domain 4 Countermeasures and Mitigation Capability 8 Medical Countermeasures Dispensing Capability 9 Medical Countermeasures Management and Distribution</p> <p>Update and maintain Medical Countermeasure (MCM) Plans for LHJ and/or Region. Gather input and provide technical assistant to LERCs, as needed.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>• MCM plans include number of local distribution sites and number for which a detailed point-to-point distribution plan from RSS to distribution site has been jointly confirmed by LHJ and DOH. (LHJ PM 4)</li> <li>• MCM plans include number of local points of dispensing (PODs) and number for which a detailed point-to-point distribution plan from local distribution site to dispensing site has been jointly confirmed by LHJ and POD operator (nursing home, local agency, public POD, and independent pharmacy). (LHJ PM 5)</li> </ul>		<p>Report progress and/or plans in mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p> <p>Updated MCM plans <del>will be</del> due June 30, 2021.</p>	<p>December 31, 2020</p> <p><i>June 30, 2021</i></p>	



Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> <li>LHJs are not required to maintain a hub. LHJs may partner with other organizations to centralize distribution. If LHJs opt to maintain a hub, this should be included in the MCM plan.</li> <li>DOH will provide technical assistance to LHJs on core elements of an MCM plan.</li> <li>LHJ Performance Measure data will be due October 30, 2020. DOH will gather data for PMs 4 and 5.</li> </ul>				
20	<p>Domain 4 Countermeasures and Mitigation Capability 11 Non-Pharmaceutical Interventions</p> <p>Update and maintain logistical support plans for individuals placed into isolation or quarantine (this need not include identification of quarantine facilities).</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>Plans must meet requirements defined in Washington Administrative Code (WAC) 246-100-045.</li> <li>LHJ may also conduct a drill or tabletop exercise to exercise plans.</li> <li>This task doesn't need to be completed until June 30, 2021. LHJs may begin work in this Statement of Work period, or may opt to do all the work in the next Statement of Work period.</li> </ul>		<p>Mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p> <p>Logistical Support Plans available upon request.</p>	<p>December 31, 2020</p> <p><i>June 30, 2021</i></p>	
21	<p>Domain 4 Countermeasures and Mitigation Domain 14 Responder Safety and Health</p> <p>Develop and/or update Responder Safety and Health Plan describing how the safety and health of LHJ responders will be attended to during emergencies.</p> <p>Note: This task doesn't need to be completed until June 30, 2021. LHJs may begin work in this Statement of Work period, or may opt to do all the work in the next Statement of Work period.</p>		<p>Mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p> <p>Responder Safety and Health Plan available upon request.</p>	<p>December 31, 2020</p> <p><i>June 30, 2021</i></p>	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
22	<p>Domain 5 Surge Management Capability 10 Medical Surge</p> <p>Engagement with regional Health Care Coalition (HCC) Participate in:</p> <ul style="list-style-type: none"> <li>- Catchment area meetings, which are held quarterly at Regional Lead jurisdictions, as requested by HCC Lead and deemed appropriate by LHJ.</li> <li>- At least one HCC drill or exercise to include, but not limited to: redundant communications, WATrac, CST, or other drills and exercises to support planning and response efforts.</li> <li>- Discussions pertaining to ESF8 and HCC roles and responsibilities, as requested by HCC Lead and deemed appropriate by LHJ.</li> <li>- Reviewing HCC plans for alignment with local ESF8 plans.</li> <li>- Coordination with HCC during responses involving healthcare organizations within your jurisdiction. If no response occurred, document that in mid-year and end of year progress reports.</li> </ul> <p>Note: This task doesn't need to be completed until June 30, 2021. LHJs may begin work in this Statement of Work period, or may opt to do all the work in the next Statement of Work period.</p>		<p>Mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p>	<p>December 31, 2020</p> <p><i>June 30, 2021</i></p>	
23	<p>Domain 5 Surge Management Capability 10 Medical Surge</p> <p>Gather and submit data for LHJ performance measure 8: Percent of Critical Healthcare Facilities whose functional status can be assessed by the local health jurisdiction in an emergency.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>• "Critical Healthcare Facilities" are hospitals, skilled nursing facilities, blood centers, and dialysis centers.</li> </ul>		<p>LHJ performance measure data (PM 8)</p>	<p>October 30, 2020</p>	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> <li>DOH will provide additional guidance about submitting performance measure data.</li> </ul>				
24	<p>Domain 5 Surge Management Capability 10 Medical Surge</p> <p>Develop and maintain agreements with facilities within the region that could serve as an Alternate Care Facility (ACF) or a Federal Medical Station (FMS).</p> <p>Note: This task doesn't need to be completed until June 30, 2021. LHJs may begin work in this Statement of Work period, or may opt to do all the work in the next Statement of Work period.</p>		<p>Mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p> <p>List of facilities and copies of current agreements available upon request.</p>	<p>December 31, 2020</p> <p><i>June 30, 2021</i></p>	
25	<p>Domain 5 Surge Management Capability 10 Medical Surge</p> <p>Develop and maintain specific vendor lists for logistical support services for Alternate Care Facilities (ACF) or Federal Medical Stations (FMS) operations including at a minimum:</p> <ul style="list-style-type: none"> <li>Biohazard/Waste Management</li> <li>Feeding</li> <li>Laundry</li> <li>Communications</li> <li>Sanitation</li> </ul> <p>Note: This task doesn't need to be completed until June 30, 2021. LHJs may begin work in this Statement of Work period, or may opt to do all the work in the next Statement of Work period.</p>		<p>Mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p> <p>Vendor lists available upon request.</p>	<p>December 31, 2020</p> <p><i>June 30, 2021</i></p>	
<b>Additional activities as requested by the LHJ:</b>					
27	<p>Maintain local system to provide information and warnings to community and response partners.</p>		<p>Mid-year report on template provided by DOH.</p> <p><i>End-of-year report on template provided by DOH.</i></p>	<p>December 30, 2020</p> <p><i>June 30, 2021</i></p>	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
28	Provide consultation and grant support to Clallam and Jefferson Local Emergency Response Coordinators (LERCs) as requested. Provide consultation to DOH on behalf of Region 2 as requested.		Mid-year report on template provided by DOH.  <i>End-of-year report on template provided by DOH.</i>	December 30, 2020  <i>June 30, 2021</i>	
29	Compile regional data on notifiable conditions and issues of public health concern. These data are posted and updated regularly on the Kitsap, Clallam, and Jefferson local health jurisdiction websites.		Mid-year report on template provided by DOH.  <i>End-of-year report on template provided by DOH.</i>  Website screenshots available upon request.	December 30, 2020  <i>June 30, 2021</i>	
30	Update County Emergency Support Function (ESF) # 8 resource documents.		Mid-year report on template provided by DOH.  <i>End-of-year report on template provided by DOH.</i>  ESF #8 documents available upon request.	December 31, 2020  <i>June 30, 2021</i>	

**\*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/M Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at:

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

**Program Specific Requirements/Narrative**

Any subcontract/s must be approved by DOH prior to executing the contract/s.

Deliverables are to be submitted to the ConCon deliverables mailbox at [concondeliverables@doh.wa.gov](mailto:concondeliverables@doh.wa.gov), unless otherwise specified.

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

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

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

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

**Restrictions on Funds (what funds can be used for which activities, not direct payments, etc)**

Please reference the Code of Federal Regulations:

[https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=58ffddb5363a27f26e9d12ccec462549&ty=HTML&h=L&mc=true&r=PART&n=pt2.1.200#se2.1.200\\_1439](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=58ffddb5363a27f26e9d12ccec462549&ty=HTML&h=L&mc=true&r=PART&n=pt2.1.200#se2.1.200_1439)

**DOH Program Contact**

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Division of Emergency Preparedness and Response

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**Exhibit A  
Statement of Work  
Contract Term: 2018-2021**

**DOH Program Name or Title:** HIV Client Services-HOPWA CARES -  
Effective January 20, 2020

**Local Health Jurisdiction Name:** Kitsap Public Health District

**Contract Number:** CLH18248

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

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

**Period of Performance:** January 20, 2020 through June 30, 2021

**Statement of Work Purpose:** The purpose of this statement of work is to provide funding to help the housing needs of persons with human immunodeficiency virus/acquired immune deficiency syndrome (HIV/AIDS) or related diseases and their families.

**Revision Purpose:** The purpose of this revision is to extend out the period of performance from December 31, 2020 to June 30, 2021.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change None	Total Consideration
				Start Date	End Date			
HOUS. OPP. FOR PPL W/AIDS CARES COVID-19	14.241	333.14.24	12660205	01/20/20	06/30/21	15,000	0	15,000
<b>TOTALS</b>						<b>15,000</b>	<b>0</b>	<b>15,000</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	<p>Provide funding to help the housing needs of persons with HIV/AIDS or related diseases and their families.</p> <p>The outcome of this performance-based grant is safe, affordable and stable housing for the clients of the Housing Opportunities for Persons with AIDS (HOPWA) Program.</p> <p>Services are restricted to households with at least one person who has HIV/AIDS and whose total household income is less than 80% of the Area Median Income (AMI) as defined by Housing and Urban Development (HUD).</p>		<p>-Perform prompt housing inspections.</p> <p>-Make prompt rent and deposit payments to landlords and make utility payments to utility companies.</p> <p>-Develop housing plans for clients receiving housing assistance [Short-Term Rent, Mortgage and Utility (STRMU), Tenant-Based Rental Assistance (TBRA), and Facility Based Housing] and update housing plans at least annually.</p>	<p>Required reports are to be submitted in a timely manner.</p> <p>DOH may delay payment until the reports are received or recapture unclaimed funds.</p>	<p><b>Administrative:</b> \$1,500</p> <p><b>Support Services:</b> \$0</p> <p><b>STRMU:</b> \$13,500</p> <p><b>Permanent Housing Placement:</b> \$0</p> <p><b>Tenant Based Rental Assistance:</b> \$0</p>

			-Provide or refer eligible clients to supportive services and permanent housing placement when appropriate.  -Prepare and submit monthly invoice vouchers by the 25th of the month following provision of services, except in July, when it is due on the 10 <sup>th</sup> of the month.  -Submission of Consolidated Annual Performance Report (CAPER) by August 10.  -Submission of Monitor responses by the due date requested.		<b>Housing Information Services:</b> \$0  <b>TOTAL: \$15,000</b>
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**\*For Information Only:**

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

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

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

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

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

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

**Program Specific Requirements/Narrative**

The outcome of this performance-based grant is safe, affordable and stable housing for the clients of the HOPWA Program.

LHJ shall provide the following inputs:

- Staff who provide services described in this Statement of Work (SOW)

**Compensation and Payment:**

- The LHJ shall submit all claims for payment for costs due and payable under this SOW and incurred during this period by ~~January 25, 2021~~ **July 25, 2021**. DOH will pay belated claims at its discretion, contingent upon the availability of funds.
- The LHJ agrees to reimburse DOH for expenditures billed to DOH for costs that are later determined through audit or monitoring to be disallowed under the requirements of 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

iv) **Advance Payments Prohibited** Funds are “cost reimbursement” funds. DOH will not make payment in advance or in anticipation of services or supplies provided under this agreement. This includes payments of “one-twelfth” of the current fiscal year’s funding.

E-mail invoices to: [ID.Operations@doh.wa.gov](mailto:ID.Operations@doh.wa.gov)

Payment to LHJ: The LHJ will be reimbursed the amount for payments listed on the monthly invoice voucher upon receipt and approval of the required reports submitted by the due dates listed.

#### **Contract Modifications:**

- (1) **Notice of Change in Services** – LHJ shall notify DOH program staff, within 45 days, if any situations arise that may impede provision of the services contained in this Statement of Work. DOH and LHJ will agree to strategies for resolving any shortfalls. DOH retains the right to withhold funds in the event of noncompliance.
- (2) **Contract Amendments – Effective Date** – LHJ shall not begin providing the services authorized by a contract amendment until such time as LHJ has received a signed, fully executed copy of the contract amendment from DOH.

#### **Confidentiality Requirements:**

LHJ must preserve the confidentiality of the clients they serve pursuant to the Washington Administrative Code (WAC) and the Revised Code of Washington (RCW). Failure to maintain client confidentiality could result in civil or legal litigation against employees or agencies per the WAC and RCW.

#### **Category One: Contractors that keep confidential and identifiable records including medical diagnosis and lab slips.**

If your agency fits this definition, you must comply with federal and state requirements regarding the confidentiality of client records.\* Proof of LHJ meeting these requirements may be requested during a site visit or audit. To meet the requirements LHJ must have the following in place:

- Clearly written agency policies regarding confidentiality and security of records;
- Appropriate physical and electronic security measures to prevent unauthorized disclosures;
- Signed statements of confidentiality and security for the staff member hired under this agreement who has access to sensitive information, either through access to files or through direct contact with clients. This statement will be on file at LHJ’s office and updated yearly; and
- Appropriate confidentiality training provided to the staff member hired under this agreement with records of attendance.

Technical assistance is available through the Washington State Department of Health.

\*Disclosure of information is governed by the Washington Administrative Code (WAC) 246-101-120, 520 and 635, and the Revised Code of Washington (RCW) 70.24.080, 70.24.084, and 70.24.105 regarding the exchange of medical information among health care providers related to HIV/AIDS or STD diagnosis and treatment. Please note that contractors fit under the definition of “health care providers” and “individuals with knowledge of a person with a reportable disease or condition” in the WAC and RCW.

#### **DOH Program Contact**

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#### **DOH Fiscal Contact**

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DOH, Infectious Disease Operations Unit  
PO Box 47840, Olympia, WA 98504-7840  
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[Abby.Gilliland@doh.wa.gov](mailto:Abby.Gilliland@doh.wa.gov)



**Exhibit A  
Statement of Work  
Contract Term: 2018-2021**

**DOH Program Name or Title:** Infectious Disease Care & Prevention (IDCP) - Effective July 1, 2020

**Local Health Jurisdiction Name:** Kitsap Public Health District

**Contract Number:** CLH18248

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

**Period of Performance:** July 1, 2020 through June 30, 2021

<b>Funding Source</b> <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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**Statement of Work Purpose:** The purpose of this statement of work is for the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum as well as to provide infectious disease (HIV, STD, and Adult Viral Hepatitis) prevention services.

**Revision Purpose:** The purpose of this revision is to extend the period of performance from December 31, 2020 to June 30, 2021 and extend funding periods and add funding for January-June 2021.

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			
FFY20 RW GRANT YEAR LOCAL (REBATE)	N/A	334.04.98	1261850C	07/01/20	03/31/21	232,292	116,146	348,438
STATE DRUG USER HEALTH PROGRAM	N/A	334.04.91	12405100	07/01/20	06/30/21	20,000	20,000	40,000
HIV LOCAL PROVISIO	N/A	334.04.98	12618595	07/01/20	06/30/21	41,748	41,748	83,496
ADAP REBATE (LOCAL) 19-21	N/A	334.04.98	12618590	07/01/20	06/30/21	45,864	0	45,864
FFY21 RW GRANT YEAR LOCAL (REBATE)	N/A	334.04.98	1261851C	04/01/21	06/30/21	0	116,146	116,146
<b>TOTALS</b>						<b>339,904</b>	<b>294,040</b>	<b>633,944</b>

Task Number	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<b>Drug User Health</b>				
Syringe Service Program (SSP)	<b>Syringe Service Program (SSP):</b> To provide comprehensive Syringe Service Program (SSP) to people who use drugs (PWUD). This plan of action is directed to distribute syringes to communities that use drugs to prevent transmission of infectious disease. SSP programs will operate during scheduled hours to provide new harm reduction supplies and syringes to prevent transmission of	Identify and submit annual projections for each of the SSP deliverables.  Enter deliverable data into database for tracking SSP activities by the 15th of each month following service.	Monthly by the 15th of the following month.	<del>\$20,000</del> <b>\$40,000</b> – MI 12405100 – State Drug User Health  <del>\$20,000</del> <b>\$40,000</b> for 07/01/20- <del>12/31/20</del> <b>06/30/21</b>

Task Number	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	disease. SSP will offer referrals to address social determinants of health.			
<b>HIV Community Services - Care</b>				
Outreach Services – Peer Navigation	<p>Outreach Services provide the following activities: 1) linkage or re-engagement of PLWH who know their status into HRSA RWHAP services and/or medical care, 2) referral to appropriate supportive services.</p> <p>Outreach Services provided to an individual or in small group settings cannot be delivered anonymously, as some information is needed to facilitate any necessary follow-up and care.</p>	Agency must enter data into the approved DOH data system for each consumer receiving Outreach Services within 48 business hours from the time of Client Intake.	Agency must adhere to DOH ID Reporting Requirements	<p><del>\$41,748</del> <del>\$83,496</del> – MI 12618595 – Local Proviso</p> <p><del>\$41,748</del> <del>\$83,496</del> for 07/01/20-12/31/20 06/30/21</p>
Case Management	<p>Provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Includes all types of case management encounters with or on behalf of client (face-to-face, phone contact, any other forms of communication). Activities may include: 1) initial assessment of need; 2) development of individualized care plan; 3) coordinated access to health and support services; 4) client monitoring to assess the care plan; 5) re-evaluation of the care plan; 6) ongoing assessment of client's needs; 7) treatment adherence counseling; 8) client specific advocacy or review of utilization of services; 9) benefits counseling.</p>	<p>Agency must create a file in the DOH approved data system for each PLWH receiving Case Management services within 48 business hours from the time of Client Intake.</p> <p>Agency must update Demographics, Annual Review, Services, Case Notes, Encounter Tab and all requisite Custom Tabs in the DOH approved data system, as appropriate, within five (5) business days from Client Interaction or on behalf of Client</p> <p>Agency must Track and report within the DOH-approved data system any and all Performance Measures related to this Service Category as directed by DOH Quality Team.</p> <p>Deliverables for this reporting period have been identified and can be referenced in LHJ's Quarterly Report Grid.</p>	Agency must adhere to DOH ID Reporting Requirements	<p><del>\$218,281</del> <del>\$327,421</del> – MI 1261850C – Local Rebates</p> <p><del>\$218,281</del> <del>\$327,421</del> for 07/01/20-12/31/20 03/31/21</p> <p><del>\$109,141</del> – MI 1261851C – Local Rebates</p> <p><del>\$109,141</del> for 04/01/21-06/30/21</p>

Task Number	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Medical Transportation	Provision of non-emergency transportation services that enable an eligible client to access or be retained in medical and support services. May be provided by: 1) providers of transportation services; 2) mileage reimbursement (non-cash) that does not exceed the established rates for federal programs; 3) organization and use of volunteer drivers through programs with insurance and other liability issues specifically addressed; 4) voucher or token systems.	Agency must track and report within the DOH-approved data system any and all activity related to this Service Category.  Deliverables for this reporting period have been identified and can be referenced in LHJ's Quarterly Report Grid.	Agency must adhere to DOH ID Reporting Requirements	<del>\$2,250</del> <b>\$3,375 – MI 1261850C – Local Rebates</b>  <del>\$2,250</del> <b>\$3,375</b> for 07/01/20-12/31/20 03/31/21  <b>\$1,125 – MI 1261851C – Local Rebates</b>  <b>\$1,125</b> for 04/01/21-06/30/21
Food Bank	Provision of actual food items, hot meals, or a voucher program to purchase food. This also includes providing essential non-food items (limited to personal hygiene products, household cleaning supplies, and water filtration in communities where issues of water safety exist).	Agency must track and report within the DOH-approved data system any and all activity related to this Service Category.  Deliverables for this reporting period have been identified and can be referenced in LHJ's Quarterly Report Grid.	Agency must adhere to DOH ID Reporting Requirements	<del>\$7,486</del> <b>\$11,229 – MI 1261850C – Local Rebates</b>  <del>\$7,486</del> <b>\$11,229</b> for 07/01/20-12/31/20 03/31/21  <b>\$3,743 – MI 1261851C – Local Rebates</b>  <b>\$3,743</b> for 04/01/21-06/30/21
Housing	Provision of limited short-term assistance to support emergency, temporary, or transitional housing to enable a client or family to gain or maintain health services. Housing-related referral services include assessment, search, placement, advocacy, and the fees associated with these services. Housing services are accompanied by a strategy to identify, relocate, or ensure the client is moved to, or capable of maintaining a long-term, stable living situation. Housing must be linked to client gaining or maintaining compliance with HIV-related health services and treatment.	Agency must track and report within the DOH approved data system any and all activity related to this Service Category.  Deliverables for this reporting period have been identified and can be referenced in LHJ's Quarterly Report Grid.	Agency must adhere to DOH ID Reporting Requirements	<del>\$4,275</del> <b>\$6,413 – MI 1261850C – Local Rebates</b>  <del>\$4,275</del> <b>\$6,413</b> for 07/01/20-12/31/20 03/31/21  <b>\$2,137 – MI 1261851C – Local Rebates</b>  <b>\$2,137</b> for 04/01/21-06/30/21
Space and Staff	LJH will provide necessary clinic space to accommodate the provision of medical care to HIV-positive individuals one (1) day per week and an additional day every other week by a physician from Harborview Medical Center; Registered Nurse to assist physician and administrative support staff to assist with project	LHJ shall inform prospective patients of available medical care through notification by HIV case managers and other announcements as determined by Harborview Medical Center and the LHJ.	Annual Narrative Report describing successes/challenges, suggestions for changes/improvements due June 30, 2020.	<b>\$45,864 – MI 12618590 – Rebates</b>  <b>\$45,864</b> for 07/01/20-12/31/20

**\*For Information Only:**

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

**Program Specific Requirements/Narrative****1. Definitions**

CONTRACTOR – LHJ receiving funds directly from Washington State Department of Health (DOH) to provide services for people at high risk (PAHR) and /or persons living with HIV (PLWH).

**2. Client Eligibility and Certification** - Reference the HCS Manual for more information.

**3. Title XIX HIV Medical Case Management** – Reference the HCS Manual for more information.

**4. Quality Management/Improvement Activities** – Reference the HCS Manual for more information.

**5. HIV Statewide Data System** – Reference the HCS Manual for more information.

**6. HIV and STD Testing Services**

- a. HIV testing services must follow DOH and CDC guidance for HIV testing.
- b. Persons with a reactive test result must be provided with partner services (PS) that follow current CDC and WA DOH guidelines for HIV/STD/HCV partner services. CONTRACTOR must refer newly identified HIV infected persons to the local health jurisdiction for PS within three (3) business days of a positive result.
- c. Any funds generated from charging clients for HIV testing must be used to support or enhance HIV prevention activities.
- d. HIV test kits and controls should be procured through DOH.
- e. HIV counseling/testing must be performed by personnel who have completed DOH-approved training. Staff providing testing services must also attend and complete any additional training as determined necessary by DOH.
- f. CONTRACTOR will present confidential HIV testing as the default option for all persons tested. If an anonymous test is performed, refusal by the client for confidential testing must be documented and permission by the client for conversion to confidential testing in the event of a reactive result must be obtained prior to the test being provided. Testing for infections other than HIV is not to be performed anonymously.
- g. In the event of a standalone HIV test, if STD testing is available at the agency, the reason for no accompanying STD test must be documented. If the agency does not offer STD or HCV testing, a referral for STD and HCV testing must be documented.
- h. CONTRACTOR must report all reactive results to DOH using the Preliminary Positive Reporting Form (provided by DOH). The information on this form allows DOH to determine whether the preliminary result is confirmed by subsequent testing and if the person diagnosed with HIV is linked to medical care and complete data entry in Evaluation Web. Preliminary Positive Reports must be submitted to DOH directly, not local public health departments by confidential transmittal as indicated on the form.
- i. CONTRACTOR will ensure that sufficient staff is available to perform HIV testing using capillary and venous draws.

**7. PAHR Services** – Reference page 26 in the HCS Manual. Deliverables grid will have identified contract.

- a. PAHR Services programs must follow FY21 PAHR Services Implementation Guidelines.
- b. All PAHR Services data should be tracked through Provide unless written exception is approved.

- c. Minimum PAHR Services data elements should be collected by all agencies funded to provide PAHR Services. These data elements may be referenced in FY21 PAHR Services Implementation Guidelines.

**8. Reporting Requirements** – Reference the HCS Manual for more information.

**9. Participation in Capacity Building and Technical Assistance Activities designed to increase efficacy of HIV Community Services**

Capacity building is the process by which individuals and organizations obtain, improve, and retain the skills, knowledge, tools, equipment, and other resources needed to do their jobs competently. It allows individuals and organizations to perform at a greater capacity.

**10. Training Requirements** – Reference the HCS Manual for more information.

**11. Participation in Washington State’s HIV Planning Process** - Reference the HCS Manual for more information.

**12. Contract Management** – Reference the HCS Manual for more information.

a. **Fiscal Guidance**

- i) **Funding** –The CONTRACTOR shall submit all claims for payment for costs due and payable under this statement of work by July 25, ~~2020~~ 2021. DOH will pay belated claims at its discretion, contingent upon the availability of funds.
- ii) The CONTRACTOR agrees to reimburse DOH for expenditures billed to the DOH for costs that are later determined through audit or monitoring to be disallowed under the requirements of 2 CFR Part 200 –Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Audits.
- iii) **Submission of Invoice Vouchers** – On a monthly basis, the CONTRACTOR shall submit correct A19-1A invoice vouchers amounts billable to DOH under this statement of work. **All A19-1A invoice vouchers must be submitted by the 25<sup>th</sup> of the following month.**
- iv) **Advance Payments Prohibited** – Reference the HCS Manual for more information.
- v) **Payer of Last Resort** – Reference the HCS Manual for more information.
- vi) **Cost of Services** – Reference the HCS Manual for more information.
- vii) **Emergency Financial Assistance** –The CONTRACTOR shall not use contract funds to provide a parallel medication service to EIP. CONTRACTOR’s providing case management services shall make every effort to enroll clients in EIP.
- viii) **Payment of Cash or Checks to Clients Not Allowed** – Where direct provision of service is not possible or effective, vouchers or similar programs, which may only be exchanged for a specific service (e.g., transportation), shall be used to meet the need for such services. CONTRACTOR shall administer voucher programs to assure that recipients cannot readily convert vouchers into cash.
- ix) **Funds for Needle Exchange Programs Not Allowed** – CONTRACTOR shall not expend contract funds to support needle exchange programs using funds from HIV Community Services Tasks.
- x) **Supervision** - Under DOH Community Programs contracts, will be understood as the delivery of a set of interrelated functions encompassing administrative, educational and supportive roles that work collectively to ensure clinical staff (i.e. case managers, navigators, coordinators, assistants, coaches) are equipped with the skills necessary to deliver competent and ethical services to clients that adhere to best practices within applicable fields as well as all relevant Statewide Standards. Supervisors must meet the criteria set forth within the WA State HIV Case Management Standards and provide the level of interaction and review detailed in that document.

It is the understanding of DOH that Supervision funded under the direct program portion of this contract include at minimum the provision of at least two of the three functions detailed here: administrative, educational or supportive supervision. Supervision that encompasses only administrative functions will not be considered billable under Direct Program. To that end, it is the expectation of DOH that those personnel identified as Supervisors have no more than one degree of separation from direct client care. Exceptions to this rule can be presented and considered to and by DOH Contract Management. It will fall to the requesting organization to satisfactorily demonstrate that any Supervisory positions falling within the scope of Direct Program are meeting the expectation of provision of educational or supportive supervision with the aim of directly impacting client experiences, quality of services, and adherence to best practices and Statewide Standards.

- xi) **Small and Attractive items** – Each agency shall perform a risk assessment (both financial and operational) on the agency’s assets to identify those assets that are particularly at risk or vulnerable to loss. Operational risks include risks associated with data security on mobile or portable computing devices that store or have access to state data. Assets so identified that fall below the state’s capitalization policy are considered small and attractive assets. Agency shall develop written internal policies for managing small and attractive assets. Internal policies should take into consideration the Office of the Chief Information Officer (OCIO) IT Security Standard 141 Section 5.8 Mobile Computing and Section 8.3 Media Handling and Disposal at <https://ocio.wa.gov/policies>.

The agency shall implement specific measures to control small and attractive assets in order to minimize identified risks. Periodically, the agency should perform a follow up risk assessment to determine if the additional controls implemented are effective in managing the identified risks.

Agency must include, at a minimum, the following assets with unit costs of \$300 or more:

- 1) Laptops and Notebook Computers
- 2) Tablets and Smart Phones

Agencies must also include the following assets with unit costs of \$1,000 or more:

- 1) Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- 2) Cameras and Photographic Projection Equipment
- 3) Desktop Computers (PCs)
- 4) Television Sets, DVD Players, Blu-ray Players, and Video Cameras (home type)

- xii) **Food and Refreshments** - Food and refreshments are not allowable direct costs, unless provided in conjunction with allowable meetings, whose primary purpose is the dissemination of technical information. Pre-approval is required when food and refreshments are purchased for these meetings. A sign in sheet with the clients ID number from the DOH approved data system as well as an agenda is required in order to receive reimbursement for these charges.

Food for staff meetings/trainings is not allowable.

**PLEASE NOTE:** If meals/refreshments are purchased for lunch and learns or other allowable meetings, food can only be purchased for the clients only at per diem. Any expenses over per diem will be denied

b. **Contract Modifications**

- i) **Notice of Change in Services** – The CONTRACTOR shall notify DOH program staff, within 45 days, if any situations arise that may impede implementation of the services contained in the statement of work. DOH and the CONTRACTOR will agree to strategies for resolving any shortfalls. DOH retains the right to withhold funds in the event of substantial noncompliance.
- ii) **Contract Amendments** – Effective Date – The CONTRACTOR shall not begin providing the services authorized by a contract amendment until the CONTRACTOR has received a signed, fully executed copy of the contract amendment from DOH.

c. **Subcontracting**

This statement of work does not allow a CONTRACTOR to subcontract for services.



**d. Written Agreements**

The CONTRACTOR should execute written agreements with the providers listed below to document how the providers' services and activities will be coordinated with funded Medical HIV Case Management services and activities:

- (1) Partner Counseling and Re-Linkage Services (PCRS)
- (2) HIV Testing Services
- (3) Medical Providers providing services to agency's medical case management clients
- (4) Other Local Health Jurisdictions in the counties regularly served by the CONTRACTOR.

Technical assistance is available through DOH.

**13. Material Review and Website Disclaimer Notice**

In accordance with all federal guidance, contractors receiving funds through this RFA will:

- a. Submit all proposed written materials including, but not limited to, pictorials, audiovisuals, questionnaires, survey instruments, agendas for conferences, plans for educational sessions, and client satisfaction surveys purchased, produced, or used by staff funded with DOH funds to the State HIV/AIDS Materials Review Committee. CONTRACTOR shall submit all materials to be reviewed to:
 

Michael Barnes, Washington State Department of Health  
PO Box 47841, Olympia, WA 98504-7841  
Phone: (360) 236-3579/Fax: (360) 664-2216  
Email: [Michael.Barnes@doh.wa.gov](mailto:Michael.Barnes@doh.wa.gov)
- b. Assure prominent display of disclaimer notice on all websites containing HIV/AIDS education information (including sub-contractors). Such notice must consist of language similar to the following: "This site contains HIV prevention messages that may not be appropriate for all audiences. Since HIV infection is spread primarily through sexual practices or by sharing needles, prevention messages and programs may address these topics. If you are not seeking such information or may be offended by such materials, please exit this website."

**14. Youth and Peer Outreach Workers**

For purposes of this agreement, the term "youth" applies to persons under the age of 18. All programs, including subcontractors, using youth (either paid or volunteer) in program activities will use caution and judgment in the venues / situations where youth workers are placed. Agencies will give careful consideration to the age appropriateness of the activity or venue; will ensure that youth comply with all relevant laws and regulations regarding entrance into adult establishments and environments; and will implement appropriate safety protocols that include clear explanation of the appropriate laws and curfews and clearly delineate safe and appropriate participation of youth in program outreach activities.

**15. Confidentiality Requirements** – Reference the HCS Manual for more information.**16. Whistleblower**

- a. Whistleblower statute, 41 U.S.C. & 4712, applies to all employees working for CONTRACTOR, subcontractors, and subgrantees on federal grants and contracts. The statute (41 U.S.C. & 4712) states that an "employee of a CONTRACTOR, subcontractor, grantee, or subgrantee, may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by an agreement, policy, form, or condition of employment.
- b. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." This program requires all grantees, their subgrantees, and subcontractors to:
  - i. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program;
  - ii. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. & 4712 in the predominant native language of the workforce; and;
  - iii. CONTRACTOR and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

**17. Allowable Costs**

All expenditures incurred and reimbursements made for performance under this statement of work shall be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this statement of work.

**For information in determining allowable costs, please reference OMB Circulars:**

**2 CFR200 (State, Local and Indian Tribal governments) at:** <https://www.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

\*\*Disclosure of information is governed by the Washington Administrative Code (WAC) 246-101-120, 520 and 635, and the Revised Code of Washington (RCW) 70.24.080, 70.24.084, and 70.24.105 regarding the exchange of medical information among health care providers related to HIV/AIDS or STD diagnosis and treatment. Please note that CONTRACTORS fit under the definition of “health care providers” and “individuals with knowledge of a person with a reportable disease or condition” in the WAC and RCW.

DOH statutory authority to have access to the confidential information or limited Dataset(s) identified in this agreement to the Information Recipient: RCW 43.70.050  
Information Recipient’s statutory authority to receive the confidential information or limited Dataset(s) identified in this Agreement: RCW 70.02.220 (7)

**DOH Program Contact, PLWH**

Chris Wukasch  
DOH, HIV Client Services  
PO Box 47841, Olympia, WA 98504-7841  
360-236-3429/Fax: 360-664-2216  
[Chris.Wukasch@doh.wa.gov](mailto:Chris.Wukasch@doh.wa.gov)

**DOH Program Contact, SSP**

~~Emalie Huriaux~~ *Tim Candela*  
DOH, Infectious Disease Prevention  
PO Box 47840, Olympia, WA 98504-7841  
360-236-~~2315~~ 3579/Fax: 360-664-2216  
~~[Emalie.Huriaux@doh.wa.gov](mailto:Emalie.Huriaux@doh.wa.gov)~~  
*[Timothy.Candela@doh.wa.gov](mailto:Timothy.Candela@doh.wa.gov)*

**DOH Fiscal Contact**

Abby Gilliland  
DOH, Infectious Disease Operations Unit  
PO Box 47840, Olympia, WA 98504-7841  
360-236-3351/Fax: 360-664-2216  
[Abby.Gilliland@doh.wa.gov](mailto:Abby.Gilliland@doh.wa.gov)



**Exhibit A  
Statement of Work  
Contract Term: 2018-2021**

**DOH Program Name or Title:** LSPAN-Local Strategies for Physical Activity & Nutrition - Effective March 1, 2019

**Local Health Jurisdiction Name:** Kitsap Public Health District

**Contract Number:** CLH18248

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

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

**Period of Performance:** March 1, 2019 through September 29, 2021

**Statement of Work Purpose:** The purpose of this statement of work is to establish funding for Local Strategies for Physical Activity and Nutrition (LSPAN), a project of the State Physical Activity and Nutrition Program (SPAN).

**Revision Purpose:** The purpose of this revision is to extend the period of performance from December 31, 2020 to September 29, 2021, change the end date for FFY19 from 12/31/20 to 09/29/20, and add funding and due dates for Year 3-FFY20 activities.

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			
FFY18 PHYS ACTVTY & NUTRITION PROG	93.439	333.93.43	77440248	03/01/19	09/29/19	60,000	0	60,000
FFY19 PHYS ACTVTY & NUTRITION PROG	93.439	333.93.43	77440239	09/30/19	09/29/20	60,000	0	60,000
FFY20 PHYS ACTVTY & NUTRITION PROG	93.439	333.93.43	77440240	09/30/20	09/29/21	0	60,000	60,000
<b>TOTALS</b>						<b>120,000</b>	<b>60,000</b>	<b>180,000</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1a	PROGRAM ADMINISTRATION: Participate in calls, at a minimum of once every month, with DOH contract manager. Dates and time for calls are mutually agreed upon between DOH and Kitsap Public Health District (KPHD).		Designated KPHD staff will participate in contract management calls.	March 1, 2019 - <del>December 31, 2020</del> <i>September 29, 2021</i>	Reimbursement for actual costs, not to exceed total contract funding. See Program Specific Requirements.
1b	PROGRAM ADMINISTRATION: Participate in DOH-sponsored LSPAN related quarterly conference calls and/or webinars, including up to one (1) in-person meeting.		Designated KPHD staff will participate in calls, webinars, and meetings.	March 1, 2019 - <del>December 31, 2020</del> <i>September 29, 2021</i>	Reimbursement for actual costs, not to exceed total contract funding. See

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
					Program Specific Requirements.
1c	PROGRAM ADMINISTRATION: Perform administrative duties related to LSPAN.		Quarterly progress reports to DOH via SharePoint site or email	<p><b>Year 1-FFY18:</b>                      April 15, 2019 (covering March 1, 2019-March 30, 2019)                       July 15, 2019 (covering March 31, 2019-June 29, 2019)                       October 15, 2019 (covering June 30, 2019-September 29, 2019)</p> <p><b>Year 2-FFY19:</b>                      January 15, 2020 (covering September 30, 2019-December 30, 2019)                       April 15, 2020 (covering December 31, 2019-March 30, 2020)                       July 15, 2020 (covering March 31, 2020-June 29, 2020)                       October 15, 2020 (covering June 30, 2020- September 29, 2020)</p> <p><i>Year 3-FFY20:</i>                      January 15, 2021 (covering September 30, 2020-December 30, 2020)   <i>April 15, 2021 (covering December 31, 2020-March 30, 2021)</i>   <i>July 15, 2021 (covering March 31, 2021-June 29, 2021)</i>   <i>October 15, 2021 (covering June 30, 2021- September 29, 2021)</i></p>	Reimbursement for actual costs, not to exceed total contract funding. See Program Specific Requirements.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2a	PROGRAM IMPLEMENTATION: Finalize Work Plan and Budget Workbook using DOH-provided templates.		Submit Work Plan to DOH Program Contact via email	Draft due: Year 1-FFY18: March 15, 2019 Year 2-FFY19: July 3, 2020 <i>Year 3-FFY20: March 26, 2021</i>  Final due: Year 1-FFY18: March 29, 2019 Year 2-FFY19: July 10, 2020 <i>Year 3-FFY20: July 9, 2021</i>	Reimbursement for actual costs, not to exceed total contract funding. See Program Specific Requirements.
2b	PROGRAM IMPLEMENTATION: Implement finalized community work plan focused on LSPAN that include: - Addressing at least two (2) state strategies required by this grant funding. - Achieving policy, systems, or environmental changes consistent with the strategies. - Identifying and reaching populations with health disparities.		Quarterly progress reports to DOH via SharePoint site or email	<b>Year 1-FFY18:</b> July 15, 2019 (covering March 31, 2019-June 29, 2019)  October 15, 2019 (covering June 30, 2019-September 29, 2019)  <b>Year 2-FFY19:</b> January 15, 2020 (covering September 30, 2019-December 30, 2019)  April 15, 2020 (covering December 31, 2019-March 30, 2020)  July 15, 2020 (covering March 31, 2020-June 29, 2020)  October 15, 2020 (covering June 30, 2020- September 29, 2020)  <b>Year 3-FFY20:</b> January 15, 2021 (covering September 30, 2020-December 30, 2020)  <i>April 15, 2021 (covering December 31, 2020-March 30, 2021)</i>  <i>July 15, 2021 (covering March 31, 2021-June 29, 2021)</i>	Reimbursement for actual costs, not to exceed total contract funding. See Program Specific Requirements.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
				<i>October 15, 2021 (covering June 30, 2021- September 29, 2021)</i>	
2c	PROGRAM IMPLEMENTATION: Report quarterly expenditures using DOH-provided template.		Report quarterly expenditures using DOH-provided template.	<p><b>Year 1-FFY18:</b>  April 15, 2019 (covering March 1, 2019-March 30, 2019)   July 15, 2019 (covering March 31, 2019-June 29, 2019)   October 15, 2019 (covering June 30, 2019-September 29, 2019)</p> <p><b>Year 2-FFY19:</b>  January 15, 2020 (covering September 30, 2019-December 30, 2019)   April 15, 2020 (covering December 31, 2019-March 30, 2020)   July 15, 2020 (covering March 31, 2020-June 29, 2020)   October 15, 2020 (covering June 30, 2020- September 29, 2020)</p> <p><b>Year 3-FFY20:</b>  January 15, 2021 (covering September 30, 2020-December 30, 2020)   <i>April 15, 2021 (covering December 31, 2020-March 30, 2021)</i>   <i>July 15, 2021 (covering March 31, 2021-June 29, 2021)</i>   <i>October 15, 2021 (covering June 30, 2021- September 29, 2021)</i></p>	Reimbursement for actual costs, not to exceed total contract funding. See Program Specific Requirements.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2d	<p>PROGRAM COMMUNICATION: Inform partners and public about program successes and related best practices, including social media posts and publication.</p> <p>Write a success story related to LSPAN projects.</p>		<p>Provide copies of any relevant communication products with quarterly progress reports to DOH via SharePoint site or email</p> <p>One success story using DOH-provided template</p>	<p><b>Year 2-FFY19</b> January 15, 2020 (covering September 30, 2019-December 30, 2019)</p> <p>April 15, 2020 (covering December 31, 2019-March 30, 2020)</p> <p>July 15, 2020 (covering March 31, 2020-June 29, 2020)</p> <p>October 15, 2020 (covering June 30, 2020- September 29, 2020)</p> <p><b>Year 3-FFY20:</b> January 15, 2021 (covering September 30, 2020-December 30, 2020)</p> <p><i>April 15, 2021 (covering December 31, 2020-March 30, 2021)</i></p> <p><i>July 15, 2021 (covering March 31, 2021-June 29, 2021)</i></p> <p><i>October 15, 2021 (covering June 30, 2021- September 29, 2021)</i></p> <p><b>Year 2-FFY19:</b> Draft due by August 30, 2020 Final due by October 15, 2020</p> <p><b>Year 3-FFY20:</b> <i>Draft due: June 30, 2021</i> <i>Final due: July 30, 2021</i></p>	Reimbursement for actual costs, not to exceed total contract funding.
3	PROGRAM EVALUATION: Participate in performance measure data collection and program evaluation activities in collaboration with DOH.		Quarterly progress reports to DOH via SharePoint site or email	<p><b>Year 1-FFY18:</b> April 15, 2019 (covering March 1, 2019-March 30, 2019)</p> <p>July 15, 2019 (covering March 31, 2019-June 29, 2019)</p>	Reimbursement for actual costs, not to exceed total contract funding.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
				<p>October 15, 2019 (covering June 30, 2019-September 29, 2019)</p> <p><b>Year 2-FFY19:</b>                      January 15, 2020 (covering September 30, 2019-December 30, 2019)</p> <p>April 15, 2020 (covering December 31, 2019-March 30, 2020)</p> <p>July 15, 2020 (covering March 31, 2020-June 29, 2020)</p> <p>October 15, 2020 (covering June 30, 2020- September 29, 2020)</p> <p><b>Year 3-FFY20:</b>                      January 15, 2021 (covering September 30, 2020-December 30, 2020)</p> <p><i>April 15, 2021 (covering December 31, 2020-March 30, 2021)</i></p> <p><i>July 15, 2021 (covering March 31, 2021-June 29, 2021)</i></p> <p><i>October 15, 2021 (covering June 30, 2021- September 29, 2021)</i></p>	

**\*For Information Only:**

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

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

**Program Specific Requirements/Narrative**

The Local Strategies for Physical Activity and Nutrition (LSPAN) project is providing funds to Kitsap Public Health District to implement policy, systems and environmental changes at the community level to enact healthy nutrition guidelines and support breastfeeding-friendly environments. These changes must support the health of priority populations who experience health disparities. LSPAN is part of DOH's State Physical Activity and Nutrition-Washington (SPANWA) Program. Funding for SPANWA is through a cooperative agreement awarded to DOH from the Centers for Disease Control and Prevention's (CDC) [DP18-1807: State Physical Activity and Nutrition Program](#)

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

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

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

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

**Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS):**

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the Centers for Disease Control and Prevention (CDC), with a copy to the Health and Human Services (HHS) Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services, Romero Stokes, Grants Management Officer/Specialist, Centers for Disease Control and Prevention Chronic Disease and Birth Defects Services Branch, 2920 Brandywine Road, Mailstop E-09, Atlanta, Georgia 30341, Email: [lnj0@cdc.gov](mailto:lnj0@cdc.gov) (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services, Office of the Inspector General, ATTN: Mandatory Grant Disclosures, Intake Coordinator, 330 Independence Avenue SW, Cohen Building, Room 5527, Washington, DC 20201, Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or

Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

**Restrictions on Funds (what funds can be used for which activities, not direct payments, etc)**

- Only DOH-approved budget expenditures will be reimbursed.
- Subrecipients may not use funds to purchase furniture or equipment.
- Funds cannot be spent on capital projects to support built environment changes.
- Reimbursement of pre-award costs generally is not allowed, unless DOH provides written approval to the subrecipient.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

**Monitoring Visits (frequency, type)**

- In-person site visits at least once a year

**Special Billing Requirements**

- Must use the budget workbook supplied by the program

**DOH Program Contact**

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Washington State Department of Health  
PO Box 47848  
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[Amy.Ellings@doh.wa.gov](mailto:Amy.Ellings@doh.wa.gov)



**Exhibit A  
Statement of Work  
Contract Term: 2018-2021**

**DOH Program Name or Title:** Maternal & Child Health Block Grant - Effective January 1, 2018

**Local Health Jurisdiction Name:** Kitsap Public Health District

**Contract Number:** CLH18248

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

**Period of Performance:** January 1, 2018 through September 30, 2021

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

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

**Revision Purpose:** The purpose of this revision is to provide additional funding, add activities and deliverable due dates, and extend the period of performance and funding from September 30, 2020 to September 30, 2021 for continuation of MCHBG-related activities.

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			
FFY18 MCHBG LHJ CONTRACTS	93.994	333.93.99	78120281	01/01/18	09/30/18	119,891	0	119,891
FFY19 MCHBG LHJ CONTRACTS	93.994	333.93.99	78120291	10/01/18	09/30/19	159,854	0	159,854
FFY20 MCHBG LHJ CONTRACTS	93.994	333.93.99	78120292	10/01/19	09/30/20	159,854	0	159,854
FFY21 MCHBG LHJ CONTRACTS	93.994	333.93.99	78120293	10/01/20	09/30/21	0	159,854	159,854
<b>TOTALS</b>						<b>439,599</b>	<b>159,854</b>	<b>599,453</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<b>Maternal and Child Health Block Grant (MCHBG) Administration</b>					
1a	Participate in calls, at a minimum of every quarter, with DOH contract manager. Dates and time for calls are mutually agreed upon between DOH and LHJ		Designated LHJ staff will participate in contract management calls.	September 30, 2018 September 30, 2019 September 30, 2020	Reimbursement for actual costs, not to exceed total funding consideration.
1b	Report actual expenditures for October 1, 2017 through March 31, 2018		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager	May 26, 2018	Action Plan and Progress Reports must only reflect

<b>Task Number</b>	<b>Task/Activity/Description</b>	<b>*May Support PHAB Standards/Measures</b>	<b>Deliverables/Outcomes</b>	<b>Due Date/Time Frame</b>	<b>Payment Information and/or Amount</b>
1c	Develop 2018-2019 MCHBG Budget Workbook for October 1, 2018 through September 30, 2019 using DOH provided template.		Submit MCHBG Budget Workbook to DOH contract manager	September 5, 2018	activities paid for with funds provided in this statement of work for the specified funding period.  See Program Specific Requirements and Special Billing Requirements.
1d	Report actual expenditures for October 1, 2018 through March 31, 2019		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.	May 24, 2019	
1e	Develop 2019-2020 MCHBG Budget Workbook for October 1, 2019 through September 30, 2020 using DOH provided template.		Submit MCHBG Budget Workbook to DOH contract manager	September 5, 2019	
1f	Report actual expenditures for October 1, 2017 through September 30, 2018		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.	November 30, 2018	
1g	Participate in DOH sponsored MCHBG fall regional meeting.		Designated LHJ staff will attend regional meeting.	September 30, 2020	
1h	Report actual expenditures for October 1, 2018 through September 30, 2019		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.	December 6, 2019	
1i	Develop 2020-2021 MCHBG Budget Workbook for October 1, 2020 through September 30, 2021 using DOH provided template.		Submit MCHBG Budget Workbook to DOH contract manager	September 6, 2020	
1j	Report actual expenditures for the six month period from October 1, 2019 through March 31, 2020		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.	May 22, 2020	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<i>1k</i>	<i>Report actual expenditures for October 1, 2019 through September 30, 2020</i>		<i>Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager</i>	<i>December 4, 2020</i>	
<i>1l</i>	<i>Report actual expenditures for the six month period from October 1, 2020 through March 31, 2021.</i>		<i>Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.</i>	<i>May 21, 2021</i>	
<i>1m</i>	<i>Develop 2021-2022 MCHBG Budget Workbook for October 1, 2021 through September 30, 2022 using DOH provided template.</i>		<i>Submit MCHBG Budget Workbook to DOH contract manager</i>	<i>September 10, 2021</i>	
<b>MCHBG Assessment and Evaluation</b>					
2a	Participate in project evaluation activities developed and coordinated by DOH, as requested.		Documentation using report template provided by DOH	September 30, 2018 September 30, 2019 September 30, 2020 <i>September 30, 2021</i>	Reimbursement for actual costs, not to exceed total funding consideration.
2b	Report program level strategy measure data (CSHCN, UDS, ACEs).		Documentation using report template provided by DOH	January 15, 2018 April 15, 2018 July 15, 2018 October 15, 2018	See Program Specific Requirements and Special Billing Requirements.
2c	Conduct a Maternal and Child Health (MCH) Needs Assessment.		Submit Needs Assessment documentation to DOH contract manager using templates provided by DOH	May 24, 2019	
2d	Explore health equity approaches to maternal and child health and develop implementation plan		Include health equity plan in 2020-2021 MCHBG Action Plan using DOH- provided template.	Draft August 16, 2020 Final September 6, 2020	
<b>MCHBG Implementation</b>					
3a	Develop 2018-2019 MCHBG Action Plan for October 1, 2018 through September 30, 2019 using DOH-provided template.		Submit MCHBG Action Plan to DOH contract manager	Draft August 17, 2018 Final- September 5, 2018	Reimbursement for actual costs, not to exceed total funding consideration.
3b	Report activities and outcomes of 2017-2018 MCHBG Action Plan using DOH- provided template.		Submit Action Plan monthly reports to DOH contract manager	Monthly, on or before the 15 <sup>th</sup> of the following month	Action Plan and Progress Reports

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3c	Develop 2019-2020 MCHBG Action Plan for October 1, 2019 through September 30, 2020 using DOH-provided template.		Submit MCHBG Action Plan to DOH contract manager	Draft August 17, 2019 Final- September 5, 2019	must only reflect activities paid for with funds provided in this statement of work for the specified funding period.  See Program Specific Requirements and Special Billing Requirements.
3d	Report activities and outcomes of 2018-2019 MCHBG Action Plan using DOH- provided template.		Submit Action Plan monthly reports to DOH contract manager	Monthly, on or before the 15 <sup>th</sup> of the following month	
3e	Develop 2020-2021 MCHBG Action Plan for October 1, 2020 through September 30, 2021 using DOH-provided template.		Submit MCHBG Action Plan to DOH contract manager	Draft August 16, 2020 Final September 6, 2020	
3f	Report activities and outcomes of 2019-2020 MCHBG Action Plan using DOH- provided template.		Submit Action Plan monthly reports to DOH contract manager	Monthly, on or before the 15 <sup>th</sup> of the following month	
3g	<i>Report activities and outcomes of 2020-21 MCHBG Action Plan using DOH-Provided template.</i>		<i>Submit Action Plan reports to DOH contract manager</i>	<i>October 15, 2020 January 15, 2021 April 15, 2021 July 15, 2021</i>	
3h	<i>Develop 2021-2022 MCHBG Action Plan for October 1, 2021 through September 30, 2022 using DOH-Provided template.</i>		<i>Submit MCHBG Action Plan to DOH contract manager</i>	<i>Draft August 20, 2021 Final September 10, 2021</i>	
<b>Children and Youth with Special Health Care Needs (CYSHCN)</b>					
4a	Complete Child Health Intake Form (CHIF) using the CHIF Automated System on all infants and children served by the CYSHCN Program as referenced in CYSHCN Program <i>Manual guidance</i> . Ensure client data is collected on all children served by CYSHCN contractors, <del>including neurodevelopmental centers</del> , regional maxillofacial coordinators, and the DOH Newborn Screening Program.		Submit CHIF data into Secure <del>File Transport (SFT)</del> - Access Washington website: <a href="https://sft.wa.gov">https://sft.wa.gov</a> <a href="https://secureaccess.wa.gov">https://secureaccess.wa.gov</a>	January 15, 2018 April 15, 2018 July 15, 2018 October 15, 2018 January 15, 2019 April 15, 2019 July 15, 2019 October 15, 2019 January 15, 2020 April 15, 2020 July 15, 2020 <i>October 15, 2020 January 15, 2021 April 15, 2021 July 15, 2021</i>	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period.  See Program Specific Requirements and Special Billing Requirements.
4b	<i>Administer requested DOH Diagnostic and Treatment funds for infants and children per CYSHCN Program Manual when funds are used.</i>  <i>Identify unmet needs for CYSHCN on Medicaid, and refer to DOH CYSHCN Program for</i>		Submit completed Health Services Authorization forms and Central Treatment Fund requests directly to the CYSHCN Program as needed.	30 days after forms are completed.	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<i>approval to access Diagnostic and Treatment funds to meet the need.</i>				

**\*For Information Only:**

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

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

**Program Specific Requirements/Narrative****Special Requirements****Federal Funding Accountability and Transparency Act (FFATA)**

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

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

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

**Program Manual, Handbook, Policy References**

Children and Youth with Special Health Care Needs Manual -

<https://www.doh.wa.gov/ForPublicHealthandHealthcareProviders/PublicHealthSystemResourcesandServices/LocalHealthResourcesandTools/MaternalandChildHealthBlockGrant/ChildrenandYouthWithSpecialHealthCareNeeds>

Health Services Authorization (HSA) Form

<http://www.doh.wa.gov/Portals/1/Documents/Pubs/910-002-ApprovedHSA.docx>

**Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.)**

1. At least 30% of federal Title V funds must be used for preventive and primary care services for children and at least 30% must be used services for children with special health care needs. [Social Security Law, Sec. 505(a)(3)].
2. Funds may not be used for:
  - a. Inpatient services, other than inpatient services for children with special health care needs or high risk pregnant women and infants, and other patient services approved by Health Resources and Services Administration (HRSA).
  - b. Cash payments to intended recipients of health services.
  - c. The purchase or improvement of land, the purchase, construction, or permanent improvement of any building or other facility, or the purchase of major medical equipment.
  - d. Meeting other federal matching funds requirements.
  - e. Providing funds for research or training to any entity other than a public or nonprofit private entity.
  - f. payment for any services furnished by a provider or entity who has been excluded under Title XVIII (Medicare), Title XIX (Medicaid), or Title XX (social services block grant).[Social Security Law, Sec 504(b)].

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

#### **Monitoring Visits (frequency, type)**

Telephone calls with contract manager ~~at least one every quarter, and annual site visit, as needed.~~

#### **Special Billing Requirements**

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

#### **Special Instructions**

Contact DOH contract manager below for approval of expenses not reflected in approved budget workbook.

*MCHBG funds may be expended on COVID-19 response activities that align with maternal and child health priorities. Examples may include:*

- *Providing support in educating the MCH population about COVID-19 through partnerships with other local agencies, medical providers, and health care organizations.*
- *Working closely with state and local emergency preparedness staff to assure that the needs of the MCH population are represented.*
- *Funding infrastructure that supports the response to COVID-19. For example, Public Health Nurses who are routinely supported through the Title V program may be able to be mobilized, using Title V funds or separate emergency funding, to support a call center or deliver health services.*
- *Partnering with parent networks and health care providers to provide accurate and reliable information to all families.*
- *Engaging community leaders, including faith-based leaders, to educate community members about strategies for preventing illness*

*Restrictions listed above continue to apply.*

#### **DOH Program Contact**

Kara Seaman, Community Consultant  
Office of Family and Community Health Improvement  
Washington State Department of Health  
Street Address: 310 Israel Rd SE, Tumwater, WA 98501  
Mailing Address: PO Box 47848, Olympia, WA 98504  
Telephone: 360-236-3963/ Fax: 360-236-3646  
Email: [kara.seaman@doh.wa.gov](mailto:kara.seaman@doh.wa.gov)

**Exhibit A  
Statement of Work  
Contract Term: 2018-2021**

**DOH Program Name or Title:** Office of Immunization & Child Profile-Perinatal Hepatitis B - Effective July 1, 2020

**Local Health Jurisdiction Name:** Kitsap Public Health District

**Contract Number:** CLH18248

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

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

**Period of Performance:** July 1, 2020 through June 30, 2021

**Statement of Work Purpose:** The purpose of this statement of work is to define required Perinatal Hepatitis B activities, deliverables, and funding

**Revision Purpose:** The purpose of this revision is to extend the period of performance and funding from 12/31/20 to 06/30/21 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			
FFY21 PPHF Ops	93.268	333.93.26	74310206	07/01/20	06/30/21	1,250	1,250	2,500
<b>TOTALS</b>						<b>1,250</b>	<b>1,250</b>	<b>2,500</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	1. In coordination with hospitals, health care providers, and health plans (if applicable), conduct activities to prevent perinatal hepatitis B infection in accordance with the Perinatal Hepatitis B Prevention Program Guidelines, including the following: <ul style="list-style-type: none"> <li>• Identification of hepatitis B surface antigen (HBsAG)-positive pregnant women and pregnant women with unknown HBsAg status.</li> <li>• Reporting of HBsAg-positive women and their infants.</li> <li>• Case management for infants born to HBsAg-positive women to ensure administration of hepatitis B immune globulin (HBIG) and hepatitis B vaccine within 12 hours of birth, the completion of</li> </ul>		Enter information for each case identified into the Perinatal Hepatitis B module of the Washington Immunization Information System	By the last day of each month	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>the 3-dose hepatitis B vaccine series, and post vaccination serologic testing.</p> <p>2. Provide technical assistance to birthing hospitals to encourage administration of the hepatitis B birth dose to all newborns within 12 hours of birth, in accordance with Advisory Committee on Immunization Practices (ACIP) recommendations.</p> <p>3. Report all perinatal hepatitis B investigations, including HBsAg-positive infants, in the Perinatal Hepatitis B Module of the Washington State Immunization Information System.</p>				

**\*For Information Only:**

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

**Program Specific Requirements/Narrative**

- Tasks in this statement of work may not be subcontracted without prior written approval from DOH OICP.

**Special Requirements**

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

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

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

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

**DOH Contract Manager**

Tawney Harper, MPA  
 Deputy Director | Operations Manager  
 Office of Immunization and Child Profile  
 Department of Health  
 PO Box 47843, Olympia WA 98504-7843  
[tawney.harper@doh.wa.gov](mailto:tawney.harper@doh.wa.gov), 360-236-3525



**Exhibit A  
Statement of Work  
Contract Term: 2018-2021**

**DOH Program Name or Title:** Office of Immunization & Child Profile-Regional Representatives - Effective July 1, 2020

**Local Health Jurisdiction Name:** Kitsap Public Health District

**Contract Number:** CLH18248

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

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

**Period of Performance:** July 1, 2020 through June 30, 2021

**Statement of Work Purpose:** The purpose of this statement of work is to define required Childhood Vaccine Program (CVP) activities for regional representatives and identify funding for the period July 1, 2020 through December 31, 2020

**Revision Purpose:** The purpose of this revision is to extend the period of performance and funding from 12/31/20 to 06/30/21 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			
FFY21 VFC IQIP	93.268	333.93.26	74310204	07/01/20	06/30/21	21,000	21,000	42,000
<b>TOTALS</b>						<b>21,000</b>	<b>21,000</b>	<b>42,000</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Perform as the regional representative for Region Two (Clallam County, Jefferson County, Kitsap County) conducting activities in accordance with state and federal requirements for the Childhood Vaccine Program (CVP) and Immunization Quality Improvement for Providers as directed by the state administrators of the program.					
1	Enroll new health care providers into the Childhood Vaccine Program (CVP). Conduct an enrollment site visit to all new providers, and gather information needed to complete program enrollment. All visits must be conducted in person in accordance with CVP Operations Guide.		Provider Agreement New Enrollment Packet with original signature – DOH 348-002 (NOTE: a photocopy will not be accepted)  New Enrollment Training Guide (CVP SharePoint Site)  Information Sharing Agreement - DOH 348-576  Vaccine Loss Policy with original signature – DOH 348-298	Within ten (10) days after the date of the provider enrollment visit	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	Process disenrollment paperwork and facilitate vaccine transfer/removal for providers who merge with existing health care organizations or who discontinue participating in the Childhood Program. Transfers must be performed in accordance with CDC and CVP guidelines.		Submit a completed Provider Disenrollment form DOH 348-423 for providers who merge or disenroll from the Childhood Vaccine Program.	Within ten (10) days of provider disenrollment	
3	<p>Conduct Unannounced Vaccine Storage and Handling visits at 5% of enrolled health care provider sites within the assigned region using the DOH Provider Selection Protocol. All visits must be conducted in person in accordance with CVP Operations Guide.</p> <p>Complete Unannounced Vaccine Storage and Handling visit follow-up to assure providers resolve all follow-up actions identified during the initial visit. Follow-up actions may include another physical visit or verification by email, fax, or mail that follow-up actions were completed. Documentation for each follow-up action must be appropriately entered into PEAR.</p>		<p>a) Enter responses from the Storage and Handling Reviewer Guide into the Provider Education, Assessment, and Reporting (PEAR) online system for each unannounced storage and handling visit. Follow all corrective action and follow-up guidance provided by PEAR and the Childhood Vaccine Program for each incorrect response.</p> <p>b) Upload the signed Acknowledgement of Receipt form to the visit in PEAR.</p> <p>c) Enter resolved site visit follow-up actions and upload applicable documentation into PEAR</p>	<p>a) Online at the time of the visit or within five (5) business days of the site visit if online access was not possible even with equipment intended for access.</p> <p>b) Within five (5) business days of the site visit.</p> <p>c) Within five (5) business days of receiving the document(s) follow-up action was completed.</p>	
4	<p>Complete the Compliance Site Visit Management Plan to ensure providers receive a site visit within 24 months of previous site visit and/or 12 months from new enrollment visit.</p> <p>Conduct Compliance Site Visits at enrolled health care provider site within the assigned region using the DOH Provider Selection Protocol. All visits must be conducted in person in accordance with CVP Operations Guide.</p>		<p>a) Copy of Compliance Site Visit Management Plan (template will be provided)</p> <p>b) Enter responses from the Compliance Site Visit Reviewer Guide into the Provider Education, Assessment, and Reporting (PEAR) online system for</p>	<p>a) By July 31, 2020</p> <p>b) Online at the time of the Compliance Site Visit or within five (5) business days of the site</p>	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>Complete Compliance Site Visit follow-up to assure providers resolve all corrective actions identified during the initial visit. Follow-up actions may include another physical visit or verification by email, fax, or mail that follow-up actions were completed. Documentation for each Site Visit follow-up action must be appropriately entered into PEAR.</p>		<p>each compliance site visit. Follow all corrective action and follow-up guidance provided by PEAR and the Childhood Vaccine Program for each incorrect response.</p> <p>c) Upload the signed Acknowledgement of Receipt form and Chart Review Worksheet to the site visit in PEAR.</p> <p>d) Enter resolved site visit follow-up actions and upload applicable documentation in PEAR.</p>	<p>visit if online access was not possible even with equipment intended for access.</p> <p>c) Within five (5) business days of the site visit.</p> <p>d) Within five (5) business days of receiving the document(s) follow-up action was completed.</p>	
5	<p><b><u>IQIP (Immunization Quality Improvement for Providers)</u></b></p> <p>a) Complete Project Management Scheduling Tool by July 15, 2020.</p> <p>b) Complete initial IQIP (Immunization Quality Improvement for Providers) visits with 15% of eligible enrolled health care providers within the assigned region by December 15, 2020. Visits must take place in person and in accordance with the Immunization Quality Improvement for Providers Guide on IQIP SharePoint site.</p> <p>c) Continue following up with provider sites at two (2), six (6), and twelve (12) months after initial IQIP visit. Perform an assessment at six (6) months of initial visit. Follow up visits must take place in person, webinar, or by telephone and in accordance with the</p>		<p>a) Copy of project management plan (template will be provided)</p> <p>b) Enter all initial IQIP visit details into the IQIP Online Tool for each visit conducted.</p> <p>c) Enter IQIP follow-up visit details in the IQIP Online Tool for all follow-up</p>	<p>a) Within five (5) business days of the IQIP Annual Training</p> <p>b) Within five (5) business days of visit</p> <p>c) Within five (5) business days of contact</p>	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Immunization Quality Improvement for Provider's Guide.				

**\*For Information Only:**

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

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

**Program Specific Requirements/Narrative**

This section is for program specific information not included elsewhere.

- A portable unit or certified pack-out must be used for any vaccine that is transferred or removed from providers who merge with existing health care organizations or who discontinue participating in the Washington State Childhood Vaccine Program.
- All LHJ staff who conduct VFC Compliance Site Visits and IQIP visits must participate in an annual in-person VFC and IQIP training, conducted by DOH Office of Immunization and Child Profile (OICP) staff or their designee.
- All LHJ staff who conduct VFC Compliance Site Visits and IQIP visits must participate in scheduled VFC and IQIP training webinars, conducted by DOH Office of Immunization and Child Profile (OICP) staff or their designee.
- All new site visit reviewers are required to complete DOH assigned training before conducting site visits independently.
- LHJ staff who conducts VFC Compliance Site Visits must participate in at least one (1) joint (observational) VFC compliance visit with DOH staff every year. The observational visit will occur during a regularly scheduled site visit conducted by the LHJ reviewer. DOH will determine the Observational visit.
- All IQIP reviewers are required to have at least one (1) observational visit conducted by DOH OICP staff or their designee. The observational visit will occur within three (3) months of the annual training.
- Tasks in this statement of work may not be subcontracted without prior written approval from DOH OICP.
- All LHJ staff who conduct site visits (Compliance and Unannounced Storage and Handling) must have the equipment needed to allow use of the Provider Education, Assessment, and Reporting (PEAR) online system at the time of the visit (i.e., laptop, internet hotspot or air card, etc.).

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

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act).

The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

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

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

**Program Manual, Handbook, Policy References**

Childhood Vaccine Program Operations Guide - A copy will be provided by the Office of Immunization and Child Profile.

Immunization Quality Improvement for Provider's Guide (IQIP) Guide – A copy will be provided by the Office of Immunization and Child Profile and available on the OICP IQIP SharePoint site.

All Childhood Vaccine Program documents created by DOH will be available on the Childhood Vaccine Program and OICP IQIP SharePoint sites.

**Staffing Requirements**

Provide notification via email to [WACHildhoodVaccines@doh.wa.gov](mailto:WACHildhoodVaccines@doh.wa.gov) within fifteen (15) days of any changes to staffing for those who conduct work outlined in this statement of work.

**Restrictions on Funds (what funds can be used for which activities, not direct payments, etc.)**

Allowable Uses of Federal Operations Funds document (dated 12/20/2017) is posted on the DOH Consolidated Contract website at this [link](#). These federal funds may not be used for expenses related to travel or attendance at any non-DOH sponsored conference, training, or event without prior written approval from the DOH Office of Immunization and Child Profile.

**Definitions/Acronyms**

AFIX - Assessment, Feedback, Incentive, and Exchange

CDC – Centers for Disease Control and Prevention

CVP – Childhood Vaccine Program

IQIP - Immunization Quality Improvement for Providers

OICP – Office of Immunization and Child Profile

PEAR - Provider Education, Assessment, and Reporting

VFC – Vaccines for Children Program

**DOH Program Contact**

Tawney Harper, MPA

Deputy Director | Operations Manager

Office of Immunization and Child Profile

Department of Health

PO Box 47843, Olympia WA 98504-7843

[tawney.harper@doh.wa.gov](mailto:tawney.harper@doh.wa.gov), 360-236-3525

**Exhibit A  
Statement of Work  
Contract Term: 2018-2021**

**DOH Program Name or Title:** Supplemental Nutrition Assistance Program-  
Education - Effective October 1, 2020

**Local Health Jurisdiction Name:** Kitsap Public Health District

**Contract Number:** CLH18248

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

**Period of Performance:** October 1, 2020 through September 30, 2021

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

**Statement of Work Purpose:** The purpose of this statement of work is to provide Supplemental Nutrition Assistance Program-Education (SNAP-Ed) to improve the likelihood that persons eligible for SNAP (Basic Food, Food Stamps) will make healthy food choices within a limited budget and choose active lifestyles consistent with the current USDA dietary guidelines.

**Revision Purpose:** N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
FFY21 IAR SNAP ED PROG MGNT-REGION 5	10.561	333.10.56	76701915	10/01/20	09/30/21	0	97,864	97,864
<b>TOTALS</b>						<b>0</b>	<b>97,864</b>	<b>97,864</b>

Task Number	Task/Activity/Description	Deliverables/Outcomes	Measure (where applicable)	FFY21 Due Date/Time Frame	Payment Information and/or Amount
1.0	<b>Project Planning, Implementation, and Performance</b>  For SNAP-Ed, the Subrecipient will develop, implement, and evaluate a SNAP-Ed project included in the Washington SNAP-Ed State Plan approved by Department of Social and Health Services (DSHS) and United States Department of Agriculture (USDA); and, as described in the Subrecipient’s project work plan approved by Department of Health (DOH).	<ul style="list-style-type: none"> <li>Project provides 100% of SNAP-Ed activities at eligible sites and/or with eligible audiences.</li> <li>On-time delivery, implementation, and evaluation of Project activities as scheduled in approved state plan and project work plan.</li> <li>Satisfactory progress towards State SNAP-Ed project goal(s) selected by Subrecipient is demonstrated and reported.</li> <li>Satisfactory progress towards project objective(s) and additional project goal(s)</li> </ul>	<p>Sites and audiences included in Project by Subrecipient documented as approved eligible sites or audiences.</p> <p>Documented complete reporting by Subrecipient of the delivery, implementation, and evaluation of approved Project activities in the required PEARS online reporting modules, where relevant to Project (Program Activities, PSE</p>	<p><u>For the Period:</u> 10/01/20 to 09/30/21</p> <p><b>Due:</b> per the approved work plan and per the required due dates during the federal fiscal year, and no later than 09/30/21.</p>	<p>Reimbursement upon on-time receipt and approval of acceptable deliverables/ outcomes for the funding period will not exceed <b>\$97,864. Kitsap Public Health District</b> will be paid the allowable costs incurred based on their approved budget and program allowability. See special billing requirements section.</p>

Task Number	Task/Activity/Description	Deliverables/Outcomes	Measure (where applicable)	FFY21 Due Date/Time Frame	Payment Information and/or Amount
		<p>determined by Subrecipient is demonstrated and reported.</p> <ul style="list-style-type: none"> <li>Project maintains cost-effectiveness per current approved cost-effective measure provided by DOH or DSHS.</li> </ul>	<p>Site Activities, Indirect Activities, Coalitions, Partnerships, and Success Stories).</p> <p>Documented complete reviews of Subrecipient Project activities through required reporting and project and fiscal monitoring reviews and reports.</p> <p>Cost per reach reported by Subrecipient in approved form/system provided by DOH.</p>		<p><b>**NOTE:</b> The DOH SNAP-Ed program will deny payment for any costs not submitted by the required due dates without prior DOH approval in writing.</p>
1.1	<p><b>Project Progress: Monitoring and Compliance</b></p> <p>For SNAP-Ed, the Subrecipient will demonstrate satisfactory progress of the approved Project as documented in DOH SNAP-Ed progress reports, progress reviews, and project and fiscal monitoring reports.</p> <p>Monitoring of Subrecipient Project progress includes but is not limited to the following activities:</p> <ol style="list-style-type: none"> <li>one-on-one progress reviews with DOH,</li> <li>progress reports submitted to DOH,</li> <li>project monitoring completed with DOH or DSHS or USDA, and</li> <li>project monitoring site visits completed by SNAP-Ed statewide initiative teams.</li> </ol>	<ol style="list-style-type: none"> <li>On-time delivery of proposed list of Project site(s) or audience(s) to DOH.</li> <li>All sites and/or audiences are determined to be eligible per current SNAP-Ed eligibility guidance before programming begins with site(s) or audience(s).</li> <li>Demographic data of class participants collected and reported for all direct education strategies.</li> <li>On-time reporting of actual participant reach to DOH in approved method/form.</li> <li>Intervention strategies implemented as planned, or using approved alternate strategies.</li> <li>Approved evaluation plans and methods implemented for the project (e.g. pre and post surveys for direct education; PSE assessments).</li> </ol>	<p><b>Progress reviews</b> – documentation of one-on-one meeting(s) with DOH SNAP-Ed staff person(s) and Subrecipient completed in person, web conference, phone, or via email as needed. Documentation of progress review notes.</p> <p><b>Project monitoring</b> – documentation of one-on-one meeting(s) with DOH SNAP-Ed staff person(s), Subrecipient, other SNAP-Ed funded staff, and community partners and/or participants completed in person, web conference, phone, or via email as needed. Completion of on-site program observations where applicable. Completion of project</p>	<p><u>For the Period:</u> 10/01/20 to 09/30/21</p> <p><b>Due: Progress reviews.</b> Occur at minimum quarterly within the fiscal year, and no later than 30 business days after the end of the federal fiscal quarter, except for the last quarter which must be completed by 09/30/21. Progress reviews can be scheduled more frequently if deemed necessary by DOH, or if agreed upon by both parties. Federal quarters listed below: Q1: Oct 1 – Dec 31 Q2: Jan 1 – Mar 31 Q3: Apr 1 – June 30 Q4: July 1 – Sep 30</p>	<p>See payment information as referenced in task number 1.0</p>

Task Number	Task/Activity/Description	Deliverables/Outcomes	Measure (where applicable)	FFY21 Due Date/Time Frame	Payment Information and/or Amount
	<p>Satisfactory progress of the Subrecipient's Project includes progress shown in the following areas and documented in reporting and/or monitoring completed:</p> <ol style="list-style-type: none"> <li>1. Progress demonstrated in achieving goal(s) outlined in the project.</li> <li>2. Progress demonstrated in achieving objective(s) outlined in the project's interventions.</li> <li>3. Progress demonstrated in creating a sustainable project.</li> <li>4. Progress demonstrated in engaging or involving the community in project planning, implementation, and/or evaluation.</li> <li>5. Progress demonstrated in working with DSHS community services offices (CSOs).</li> <li>6. Progress demonstrated in promoting available Federal, state, or local fruit and vegetable incentive programs to SNAP clients.</li> <li>7. Progress demonstrated in using strategies that are evidence-based and delivered with fidelity, where applicable.</li> <li>8. Compliance with current SNAP-Ed financial and cost policy guidance and 2 CFR 200 federal Uniform Administrative Requirements (OMB guidance).</li> </ol>	<ol style="list-style-type: none"> <li>7. Evaluation results used to report progress and outcomes of project, and to adapt the project as needed.</li> <li>8. Evidence of positive change or improvement in SNAP-Ed eligible site(s) or audience(s) based on project activities is demonstrated and reported.</li> <li>9. If positive change or improvement in SNAP-Ed eligible site(s) or audience(s) not apparent, project must demonstrate acceptable implementation of approved interventions and strategies and use results of process evaluation to improve project plan so that positive change in SNAP-Ed eligible site(s) or audience(s) can occur.</li> <li>10. Strategy for working with one or more CSOs implemented and demonstrated to increase knowledge, awareness, or participation in SNAP-Ed eligible audience.</li> <li>11. Strategy for promoting available Federal, state, or local fruit and vegetable incentive program(s) implemented and demonstrated to increase knowledge, awareness, or participation of program(s) in SNAP-Ed eligible audience.</li> <li>12. <b>Direct education strategies only:</b> Statewide SNAP-Ed Curriculum team or DOH monitoring reviews show education delivered with fidelity, with no major</li> </ol>	<p>monitoring report forms, with monitoring results documented and provided to Subrecipient.</p> <p><b>Fiscal monitoring</b> – documentation of completed fiscal reviews scheduled by SNAP-Ed fiscal analyst or DOH fiscal monitoring unit, with corresponding reports where applicable. Fiscal monitoring completed in person, web conference, phone, or via email as needed.</p>	<p><b>Due: Project monitoring.</b> Occurs at minimum once within the fiscal year. If project monitoring documents major deficiencies or corrective action, the Subrecipient will be monitored again within the fiscal year. Project monitoring can be scheduled more frequently if deemed necessary by DOH, or if agreed upon by both parties.</p> <p><b>Due: Fiscal monitoring.</b> Each Subrecipient receives one (1) annual fiscal monitoring visit every other year, unless Subrecipient monitoring results in corrective action or finding, in which case Subrecipient will be monitored again the following year. Fiscal monitoring can be scheduled more frequently if deemed necessary by DOH, or if agreed upon by both parties.</p>	



Task Number	Task/Activity/Description	Deliverables/Outcomes	Measure (where applicable)	FFY21 Due Date/Time Frame	Payment Information and/or Amount
		<p>deficiencies. If major deficiencies documented, corrected properly within timeline required.</p> <p>13. Compliance maintained with current SNAP-Ed financial and cost policy guidance, 2 CFR 200 federal Uniform Administrative Requirements (OMB guidance), and related DOH SNAP-Ed fiscal policy and procedures.</p>			
2.0	<p><b>Evaluation Data and Reports</b></p> <p>For SNAP-Ed, the Subrecipient will report progress of the approved project and work plan, including ongoing evaluation of the project and outcomes, using an approved form/system on a regular basis that will at a minimum include:</p> <ol style="list-style-type: none"> <li>1. Progress reports</li> <li>2. Reporting in PEARS online reporting system of all SNAP-Ed activities</li> </ol> <p>SNAP-Ed activities implemented and evaluation of the project and outcomes are reported in an online program evaluation and reporting system (PEARS) through the following required modules as appropriate for the approved project: Program Activity (direct education), Indirect Activity (health promotion, indirect education channels), PSE Site Activities, Partnerships, Coalitions, Success Stories, and Social Marketing.</p> <p>The following evaluation activities and information are required based on</p>	<p>On-time and correct submission of reporting, data, and materials for all SNAP-Ed funded activities implemented, including:</p> <ol style="list-style-type: none"> <li>1. Progress for all intervention strategies reported for approved project plan.</li> <li>2. All evaluation results reported for approved project plan (formative, process, outcome, qualitative, PSE).</li> <li>3. All qualitative evaluation results (success stories, pictures, etc.) reported for approved project plan describing progress or success of project activities, or positive change or improvement in SNAP-Ed eligible site(s) or audience(s).</li> <li>4. Required release form(s) for all photos submitted.</li> <li>5. <b>Direct education strategies only:</b> All required information for scheduled direct education lessons submitted to Statewide SNAP-Ed Curriculum team, using approved form/system, by dates required.</li> </ol>	<p>Documentation showing completion of progress report and submission to DOH on or before the required due dates, or by approved extension date.</p> <p>Completion of required evaluation data in progress reports and PEARS electronically, or using approved reporting method/form, on or before the required due dates, or by approved extension date.</p> <p><b>Direct education strategies only:</b></p> <ol style="list-style-type: none"> <li>1. Submission of required SNAP-Ed participant surveys to DOH using approved submission method, on or before the required due dates for submission, or by approved extension date.</li> </ol>	<p><u>For the Period:</u> 10/01/20 to 09/30/21</p> <p><b>Progress Reports:</b> Due at minimum quarterly, and no later than 10 calendar days after the end of the quarter, except for the last month of the FFY which is due by 09/15/21. If the 10<sup>th</sup> calendar day falls on a weekend day, the report is due the next business day.</p> <ul style="list-style-type: none"> <li>• 1st Progress report due 01/11/21</li> <li>• 2nd Progress report due 04/12/21</li> <li>• 3rd Progress report due 07/12/21</li> <li>• Final Progress report due 09/15/21, or follow close-out procedures.</li> </ul> <p><b>PEARS:</b> Project evaluation and reporting required between 10/01/20 to 09/15/21.</p> <ul style="list-style-type: none"> <li>• <b>Direct education strategies only:</b></li> </ul>	<p>See payment information as referenced in task number 1.0</p>

Task Number	Task/Activity/Description	Deliverables/Outcomes	Measure (where applicable)	FFY21 Due Date/Time Frame	Payment Information and/or Amount
	<p>the Subrecipient’s approved project and work plan.</p> <ul style="list-style-type: none"> <li>• Formative evaluation</li> <li>• Process evaluation</li> <li>• Outcome evaluation</li> <li>• Qualitative evaluation</li> <li>• Evaluation of PSE strategies</li> </ul> <p><b>Please Note:</b> the deliverables may change based on state SNAP-Ed Evaluation guidance, DSHS, or USDA requirements.</p> <p><b>Please Note:</b> Topics included in Progress Report subject to change based on Department of Health (DOH), Department of Social and Health Services (DSHS), Washington SNAP-Ed (WA SNAP-Ed), or United States Department of Agriculture (USDA) Food and Nutrition Services (USDA) requirements.</p>	<p>On-time and correct submission of required evaluation data for direct education strategies into PEARS electronically, or using approved reporting method, according to time frame provided, including:</p> <p>6. <b>Direct education strategies only:</b> Pre-test surveys for each project class series received by DOH, or data entered into PEARS by Subrecipient, no later than two weeks after completion of the pre-test survey.</p> <p>7. <b>Direct education strategies only:</b> Post-test surveys for each project class series received by DOH, or data entered into PEARS by Subrecipient, no later than two weeks after completion of the post-test survey.</p> <p>8. <b>Direct education strategies only:</b> Demographic cards for each class series received by DOH, or data entered into PEARS by Subrecipient, no later than two weeks after collection of the demographic cards.</p>	<p>2. When survey data is entered by the Subrecipient, completion of required evaluation data into PEARS electronically, or using approved reporting method, on or before the required due dates for data entry, or by approved extension date.</p>	<p>PEARS Program Activities module updated with completed activities no later than two (2) weeks after services are provided.</p> <ul style="list-style-type: none"> <li>• <b>Due:</b> PEARS Indirect Activities, PSE Site Activities, Partnerships, Coalitions, Success Stories, and Social Marketing modules completed no later than the last business day of the month following when the activity took place, except for the last month of the FFY which is due by 09/15/21.</li> <li>• Activities completed in Oct 2020 due in PEARS by 11/30/20</li> <li>• Nov 2019 by 12/31/20</li> <li>• Dec 2019 by 01/29/21</li> <li>• Jan 2020 by 02/26/21</li> <li>• Feb 2020 by 03/31/21</li> <li>• Mar 2020 by 04/30/21</li> <li>• Apr 2020 by 05/31/21</li> <li>• May 2020 by 06/30/21</li> <li>• Jun 2020 by 07/30/21</li> <li>• Jul 2020 by 08/31/21</li> <li>• Aug 2020 by 09/15/21</li> <li>• Final data entry for all activities not already reported, due by 09/15/21, or follow close-out schedule.</li> </ul>	

Task Number	Task/Activity/Description	Deliverables/Outcomes	Measure (where applicable)	FFY21 Due Date/Time Frame	Payment Information and/or Amount
				SNAP-Ed Direct education conducted between 10/01/20 and 09/15/21. <ul style="list-style-type: none"> <li>• <b>Direct education strategies only:</b> Completed Pre- and post-test surveys received by DOH, or data entered into PEARS database by Subrecipient, no later than two weeks after completion of the survey. All completed pre- and post-test surveys must be received, or data entered by Subrecipient, no later than COB 09/15/21, or follow close-out schedule.</li> </ul>	
3.0	<p><b>Civil Rights Training</b></p> <p>All SNAP-Ed funded staff must complete training each fiscal year in civil rights.</p> <p>*See special requirements section- Civil Rights</p> <p>Documentation must include:</p> <ul style="list-style-type: none"> <li>• Training and source</li> <li>• Who attended</li> <li>• Date completed</li> </ul>	<p>On-time completion of an approved Civil Rights training for all SNAP-Ed funded staff.</p>	<p>Submission of documentation showing completed Civil Rights training for all SNAP-Ed funded staff on or before the required due date.</p>	<p><u>For the Period:</u> 10/01/20 to 09/30/21</p> <p><b>Due:</b> 12/31/20 for all SNAP-Ed funded staff. New hires to complete within 30 days of hire.</p>	<p>See payment information as referenced in task number 1.0</p>
3.1	<p><b>Other Required Training and Meetings</b></p> <p>The following trainings or meetings are required for <u>all Subrecipients</u> when provided by DOH or WA SNAP-Ed for the staff listed. Unless</p>	<p>On-time completion of all required trainings by required SNAP-Ed staff.</p> <p>Attendance of required or appropriate staff person(s) at all required meetings.</p>	<p>Documentation showing required person(s) and date(s) of attendance for all web-based and in-person required meetings.</p>	<p><u>For the Period:</u> 10/01/20 to 09/30/21</p> <p><b>Fiscal:</b> Annually, and no later than March 31, 2021.</p>	<p>See payment information as referenced in task number 1.0.</p>

Task Number	Task/Activity/Description	Deliverables/Outcomes	Measure (where applicable)	FFY21 Due Date/Time Frame	Payment Information and/or Amount
	<p>more staff attendance is required, minimum of one (1) staff person required to attend to satisfy requirements. Multiple staff may attend if costs for attendance are covered in Subrecipient’s annual budget.</p> <ul style="list-style-type: none"> <li>• <b>Fiscal training</b> – fiscal agent <u>or</u> project coordinator, whoever is most responsible for creating and monitoring budget, procurements, invoices, budget decisions, or budget amendments for the SNAP-Ed program.</li> <li>• <b>Food handler training</b> – all staff who will handle, prepare, cook, assemble, and/or serve food or drink to participants or the public.</li> <li>• <b>Training on data collection and reporting</b> – project coordinator <u>or</u> any staff person responsible for collecting, reporting, or entering SNAP-Ed related data.</li> <li>• <b>Regional meeting(s), when provided</b> – project coordinator <u>or</u> any qualified designated staff person.</li> <li>• <b>Annual State SNAP-Ed forum, when provided</b> - project coordinator <u>or</u> any qualified designated staff person.</li> <li>• <b>SNAP-Ed Curriculum training (either in person or online)</b> (only required for direct education strategies) – project coordinator <u>or</u> qualified</li> </ul>	<p>Demonstration of satisfactory understanding of the information and concepts included in required trainings.</p> <p><b>SNAP-Ed Curriculum:</b> On-time completion of required training for specific curriculum to be used in direct education strategy by project coordinator <u>or</u> qualified designated staff person responsible for delivering SNAP-Ed curricula to SNAP-Ed eligible audience.</p> <p><b>Food handler training:</b> Completion of a Washington State authorized food handler or food worker training by all staff who will handle and serve food to the public.</p> <p><b>Coordinator meetings:</b> Attendance of project coordinator or qualified, designated staff person to at least 75% of all coordinator meetings provided.</p> <p><b>Regional meetings:</b> Attendance of project coordinator or qualified, designated staff person to at least 50% of all regional meetings provided.</p> <p><b>State Forum:</b> Attendance of project coordinator or qualified, designated staff person to all state forums provided.</p> <p><b>SNAP-Ed Systems Approaches for Healthy Communities:</b> Demonstrate satisfactory</p>	<p>Documentation showing required person(s); date(s) of attendance; and, completion of training for all web-based and in-person required trainings.</p> <p>Documentation of satisfactory understanding gained from required trainings, and application of applicable knowledge and skills in progress reviews and/or monitoring reports.</p>	<p><b>SNAP-Ed Curriculum:</b> New direct education staff trained within 30 days for specific curriculum to be used in direct education strategy, or before providing SNAP-Ed direct education activities to SNAP-Ed audience. Project coordinator <u>or</u> qualified designated staff person to complete additional SNAP-Ed Curriculum training when new information is provided for specific curriculum to be used in direct education strategy.</p> <p><b>Data collection and reporting:</b> Annually, or more often as needed. If approved data collection system changes, every SNAP-Ed funded staff member entering data will be required to complete training on any new expectations or system changes on the day of, or within 30 days of when the training is provided.</p> <p><b>Annual Forum:</b> Annually, when provided, and no later than 09/30/21.</p> <p><b>Coordinator meetings:</b> Completed on dates scheduled by DOH, when provided.</p>	

Task Number	Task/Activity/Description	Deliverables/Outcomes	Measure (where applicable)	FFY21 Due Date/Time Frame	Payment Information and/or Amount
	<p>designated staff person responsible for delivering SNAP-Ed curricula to SNAP-Ed eligible audience.</p> <ul style="list-style-type: none"> <li>• <b>SNAP-Ed Systems Approaches for Healthy Communities training (online, when provided)</b> - project coordinator <u>and</u> all staff involved in planning, implementing, and evaluating SNAP-Ed project activities.</li> <li>• <b>SNAP-Ed Systems Approaches for Healthy Communities training (in person, when provided)</b> - project coordinator <u>or</u> qualified designated staff person.</li> <li>• <b>Project coordinator meetings (conference calls or in person)</b> – project coordinator <u>or</u> qualified designated staff person.</li> </ul>	<p>understanding of the information and concepts included in the training. Satisfactory application of knowledge and skill learned from training to SNAP-Ed project, as needed.</p> <p>If required meeting or training is <u>not provided</u>, Subrecipient is not required to make up requirements for attendance and will be in compliance. Attendance at required meetings and completion of required trainings required only when provided.</p>		<p><b>Regional meetings:</b> Completed on dates scheduled by DOH, when provided.</p> <p><b>SNAP-Ed systems approaches training <u>online</u>:</b> At least once within the three year period of performance, and no later than the end of the first fiscal year within the three year period of performance.</p> <ul style="list-style-type: none"> <li>• <b>Due:</b> On or before 09/30/21</li> </ul> <p><b>SNAP-Ed systems approaches training <u>in person</u>:</b> Once annually, when provided, on dates scheduled by WA SNAP-Ed.</p>	
4.0	<p><b>SNAP-Ed Inventory</b></p> <p>SNAP-Ed Subrecipients are required by regulation to keep an up-to-date inventory list that includes all non-capital equipment, approved capital equipment, purchased curriculum, and other SNAP-Ed purchased items that are not disposable. This list should include items purchased in prior fiscal years still in use and in possession of the Subrecipient. This list should be updated per the due dates required. Agencies are required to follow the DOH SNAP-Ed Inventory policy and procedure.</p> <p>*See special requirements section - Monitoring</p>	<p>On-time updates to SNAP-Ed inventory list.</p> <ol style="list-style-type: none"> <li>1. Inventory list updated per due dates required.</li> <li>2. Inventory list contains complete list of all items purchased with SNAP-Ed funds in current fiscal year and previous fiscal years still in use and in possession of the Subrecipient.</li> </ol>	<p>Completed documentation showing updated SNAP-Ed inventory using approved form/system provided.</p>	<p><u>For the Period:</u> 10/01/20 to 09/30/21</p> <p><b>Due:</b> Inventory list is required to be updated no later than 30 days after the end of each quarter. Final inventory list updated by 09/15/20.</p> <p>At the time of a fiscal or project monitoring review, or when requested, an up-to-date inventory list must be made available.</p>	<p>See payment information as referenced in task number 1.0.</p>

Task Number	Task/Activity/Description	Deliverables/Outcomes	Measure (where applicable)	FFY21 Due Date/Time Frame	Payment Information and/or Amount
5.0	<p><b>SNAP-Ed A19 Invoices</b></p> <p>Subrecipients must use the A19 invoice form specific to the DOH SNAP-Ed program. This document will be sent to all Subrecipients prior to October 31<sup>st</sup> of the current fiscal year.</p>	<p>On-time delivery of correct completion of SNAP-Ed A19 invoices, using the current form for the fiscal year.</p> <p>On-time delivery of detailed ledger supporting the costs to be reviewed by SNAP-Ed program via the most current submission procedure before approval of payment.</p> <p>Complete documentation of all actual costs incurred shall be accompanied by the Subrecipient's financial system report. If Subrecipient does not have a financial reporting system, the Subrecipient must check with the DOH SNAP-Ed program for further guidance.</p>	SNAP-Ed invoices (A19) with all documented costs and any required accompanying materials received at DOH by due dates required, or by approved extension date.	<p><u>For the Period:</u> 10/01/20 to 09/30/21</p> <p><b>Due:</b> Monthly - Submit invoices to DOH no later than 30 calendar days after the end of the preceding month. (E.g. October A19 invoice submitted no later than November 30)</p> <ul style="list-style-type: none"> <li>○ Oct. Invoice due: 11/30/20</li> <li>○ November: 12/30/20</li> <li>○ December: 01/30/21</li> <li>○ January: 02/28/21</li> <li>○ February: 03/30/21</li> <li>○ March: 04/30/21</li> <li>○ April: 05/30/21</li> <li>○ May: 06/30/21</li> <li>○ June: 07/30/21</li> <li>○ July: 08/30/21</li> <li>○ August: 09/30/21</li> </ul> <p><b>Final invoice is due</b> October 30, 2021, or follow close-out schedule.</p> <p style="text-align: center;"><b>Or</b></p> <p><b>*If pre-approved in writing by DOH</b>, agencies can submit invoices every two months. Upon approval, a list of submission dates will be provided.</p>	See payment information as referenced in task number 1.0.

**\*For Information Only:**

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

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

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

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

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

Information about the Subrecipient and this statement of work will be made available on <https://www.usaspending.gov> by DOH as required by P.L. 109-282.

**\*Program Specific Requirements/Narrative****Contract Noncompliance and Corrective Action (see CFR § 200.338 Remedies for noncompliance)**

The Subrecipient must meet the required set of acceptable deliverables/outcomes and adhere to contractual obligations. The contract's acceptable deliverables/outcomes along with specified due dates will be determined by the DOH SNAP-Ed program and provided to the Subrecipient in writing. Based on contract performance (as documented in progress reviews, progress reports, project monitoring reports, and fiscal monitoring reports) and after implementation of other specific conditions as appropriate listed in CFR § 200.207 - Specific conditions (see <https://www.govregs.com/regulations/2/200.207>), DOH reserves the right to withhold up to 10% of funds from the next applicable payment to the Subrecipient for deliverables/outcomes that are documented as consistently incomplete; continually late (without approved extension by DOH in writing); found to be unacceptable or unsatisfactory according to the standards of acceptable deliverables/outcomes outlined in the Statement of Work; or, not carried out sufficiently or consistently and documented as such. After DOH SNAP-Ed provides documentation of the issue(s) and outlines the appropriate corrective action in writing, and with approval from the DOH SNAP-Ed program manager, the first withholding of funds up to 10% would occur one time and allow 60 days for the appropriate corrective action to be completed by the Subrecipient. If satisfactory corrective action is completed within 60 days, the funds withheld will be released to the Subrecipient. If satisfactory corrective action does not take place within 60 days, up to 5% of funds will be withheld from each subsequent monthly payment until the appropriate corrective action is completed. If satisfactory corrective action is completed after the 60-day window, the initial 10% of funds withheld will not be provided as reimbursement to the Subrecipient as penalty. The subsequent monthly withholdings (of up to 5% per month) will be reimbursed to the Subrecipient upon satisfactory completion of the corrective action. The Subrecipient may request reconsideration by submitting a letter to Washington Department of Health SNAP-Education, PO Box 47886, Olympia, WA 98504-7886, or in writing via email to [snap-ed@doh.wa.gov](mailto:snap-ed@doh.wa.gov).

All invoices must be approved by DOH prior to payment; approval will not be unreasonably withheld. DOH will authorize payment only upon satisfactory and on-time completion of acceptance deliverables/outcomes and for allowable costs as outlined in the SNAP-Ed federal guidance, statement of work, state plan, and/or budget. DOH will return all incorrect or incomplete invoices and will not pay for services that occur outside the period of performance or that are deemed unallowable costs.

**Additional Details Regarding Deliverables**

Required deliverables for SNAP-Ed reporting will depend on approved SNAP-Ed plan activities for each Subrecipient, e.g. if direct education is not an approved plan activity for a Subrecipient, submission of pre/post surveys is not a required deliverable for that Subrecipient. To attend required trainings during fiscal year, the Subrecipient must use the travel funds within their current allotted budget to send the minimum number of one (1) staff person to the required training. The Subrecipient may request additional travel funds from DOH for required training(s) if necessary and if funds are available.

**Monitoring Expectations**

The Subrecipient's premises and records will be made available upon request to DOH, DSHS, and USDA staff for the purposes of observing project activities and reviewing for project and fiscal compliance. All non-capital equipment, capital equipment, reusable educational materials and supplies, and any non-disposable items purchased using SNAP-Ed funds should be tracked in an inventory list and available for review upon request. Based on fiscal and project monitoring results or findings, additional monitoring during the fiscal year may be required at the discretion of the DOH SNAP-Ed program, DOH fiscal analyst, or DOH fiscal monitoring unit. Completed project and fiscal monitoring reports with suggestions, observations, comments, feedback, findings, and/or corrective action will be kept on file at DOH and shared with Subrecipients regularly and by request.

**Staff Requirements**

Upon request by DOH, the Subrecipient must demonstrate that SNAP-Ed staff meet requirements appropriate to their positions including but not limited to: background checks, food handlers' permits, qualifications, and training required by DOH.

**Project Coordinator requirements**

The Subrecipient must maintain a SNAP-Ed project coordinator. The project coordinator is the main contact between Department of Health SNAP-Ed team and the Subrecipient. DOH SNAP-Ed expectations for the project coordinator responsibilities include:

- Ensure all contract deliverables are met.
- Coordinate the planning, implementation, evaluation, and reporting of all parts of the approved project plan.
- Comply with and remain knowledgeable about all WA SNAP-Ed and DOH SNAP-Ed policies and procedures.
- Comply with and remain knowledgeable about the National SNAP-Ed Guidance.
- Ensure staff and any sub-Subrecipients funded through this contract stay informed of current and new SNAP-Ed policies, and are held accountable to policies when needed.
- Ensure staff and any sub-Subrecipients meet requirements appropriate to their positions, including but not limited to: background checks, food handlers' permits, and trainings required by WA SNAP-Ed and DOH.
- Attend, or designate and send qualified staff member as proxy to, required DOH and State SNAP-Ed meetings and trainings.
- Monitor or maintain knowledge of project budget status, including estimated spend out and total dollars spent to date.
- Submit plan and budget amendments for approval as outlined in the current year's policy and procedures.
- Coordinate the on-time completion of all data entry and reporting.
- Ensure photo and media release forms are obtained for persons featured in SNAP-Ed programming photographs or videos.

**Communication Requirements**

The Subrecipient must maintain communication with DOH SNAP-Ed. Communication required between DOH SNAP-Ed and the Subrecipient will not be unreasonable or excessive. DOH SNAP-Ed expectations for communication include:

- Submit updates to DOH following any change in contact information for the project coordinator, fiscal agent, contract signatory, or any SNAP-Ed funded staff within 10 business days of the change.
- Be available for regular and intermittent meetings, both in person and phone, with DOH SNAP-Ed as agreed upon or as needed.
- Respond to all DOH and SNAP-Ed Statewide initiative requests within the timeline requested.
- Maintain or obtain an internet connection for communication with DOH, for access to DOH SharePoint webpages, to view updates and messages from Washington SNAP-Ed through the WA SNAP-Ed Providers website, and for reliable reporting of SNAP-Ed activities. If reliable internet connection cannot be secured, the Subrecipient and DOH SNAP-Ed will agree on a plan for necessary communication, data entry, and reporting.
- Obtain a Secure Access Washington (SAW) account to access DOH SNAP-Ed SharePoint webpages.

**SNAP-Ed Assurances:**

The following assurances must be followed (see program Guidance <https://snaped.fns.usda.gov/program-administration/guidance-and-templates>)

- The Subrecipient is fiscally responsible for activities funded with Supplemental Nutrition Assistance Program Education funds and is liable for repayment of unallowable costs.
- Programming is provided to approved SNAP-Ed eligible audiences.
- Only expanded or additional coverage of those activities funded under the Expanded Food and Nutrition Education Program (EFNEP) may be claimed under the SNAP-Ed grant. Approved activities are those designed to expand the State's current EFNEP coverage in order to serve additional SNAP-Ed targeted individuals. In no case may activities funded under the EFNEP grant be included in the budget for SNAP-Ed.
- Contracts are procured through competitive bid procedures governed by State procurement regulations.
- Program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and OMB regulations governing cost issues.
- Program activities do not supplant existing nutrition education and obesity prevention programs, and where operating in conjunction with existing programs, enhance as well as supplement them. This applies to all activities and costs under the Federal budget.
- Program activities are reasonable and necessary to accomplish SNAP-Ed objectives and goals.
- All materials developed with SNAP-Ed funds include the appropriate USDA non-discrimination statement and credit SNAP as a funding source in standard font that is easily readable.



**SNAP-Ed Statewide Initiatives**

Subrecipients are expected to communicate with, respond to, and comply with requests, guidance, requirements, and/or on-site visits from all contracted SNAP-Ed statewide initiative entities.

Any SNAP-Ed curriculum modifications should be developed and executed based on the most current Guidance for Curriculum Modification, found under “[Guidance and Process](#)” on WA SNAP-Ed Providers website. Subrecipients must consult DOH SNAP-Ed as directed.

After notification to the DOH SNAP-Ed implementing agency, the Subrecipient may adjust or deny requests, requirements, and/or site visits from any contracted SNAP-Ed statewide initiative entities if said request, requirement, and/or site visit is deemed unreasonable, burdensome, unnecessarily costly, or inequitable after appropriate consideration and deliberation between the Subrecipient, DOH SNAP-Ed, and the contracted SNAP-Ed statewide initiative entity/entities; and, when necessary, DSHS. After appropriate consideration and deliberation, the resulting decision about whether or not the Subrecipient must comply or can adjust or deny a specific will be provided in writing to the Subrecipient from DOH SNAP-Ed and/or DSHS.

**Health and Safety**

Subrecipients are not required to work under conditions that could endanger their health, safety, or well-being. Additionally, Subrecipients should ensure they are not putting any SNAP-Ed audience or community members in situations that could endanger their health, safety, or well-being. Participation in SNAP-Ed by the SNAP-Ed audience is voluntary. If an activity is deemed unsafe, Subrecipients must adapt activities as needed to allowable and safe alternatives. For a given situation, all Subrecipients and SNAP-Ed activities should follow current health and safety laws, regulation and guidance from the designated authorities in the applicable city/town, county, state, and/or the related federal authority, e.g. CDC, USDA. If Subrecipient is unable to adapt activities as needed to safe, allowable alternatives within their allocation, funding for the current fiscal year may change after sufficient and acceptable technical assistance between Subrecipient and DOH SNAP-Ed and after prior written notification to the Subrecipient. Any change in annual funding due to inability to adapt project activities as needed to safe, allowable alternatives will not be a permanent change in annual funding, unless accompanied by actions outlined under the ‘Contract Noncompliance and Corrective Action’ section.

**Audits**

The Subrecipient must make State financial and program audits or reviews conducted by other entities available to the DOH, DSHS, USDA, or its designee.

**Indirect Rate/Allocation Plan**

All indirect rate/allocation plans must be submitted and preapproved by the DOH grants office and the DOH SNAP-Ed program. The Subrecipient is responsible for ensuring that indirect costs included in the Subrecipient’s SNAP-Ed plan and budget are supported by an indirect rate and/or cost allocation plan approved by the appropriate agency. The Subrecipient cannot bill indirect costs that are determined to be unacceptable and will be disallowed.

**Annual Civil Rights Training Requirement** (see USDA Instruction Number 113-1 Chapter XI <http://www.fns.usda.gov/sites/default/files/113-1.pdf>) “Training is required so that people involved in all levels of administration of programs that receive Federal financial assistance understand civil rights related laws, regulations, procedures, and directives. Local agencies are responsible for training their sub recipients, including ‘frontline staff.’ ‘Frontline staff’ who interact with program applicants or participants, and those persons who supervise ‘frontline staff’ must be provided civil rights training an annual basis.”

**Records Maintenance - Record Retention and Management - State Agency and All Subrecipients 7CFR 272.2**

DOH SNAP-Ed regulations require that all records related to the SNAP-Ed program be retained for six (6) years from fiscal closure. This requirement applies to fiscal documentation and procurement records, contract related documents and emails, progress reports, monitoring reports, and SNAP-Ed client information (pre/post surveys, demographic cards, etc.). Supporting documentation may be kept at the Subrecipient level, but shall be available for review within six years from the date of the last quarterly claim submittal. Any costs that cannot be substantiated by source documents will be disallowed as charges to SNAP-Ed.

**Travel**

The Subrecipient is expected to comply with the Office of Financial Management's Travel Management Requirement and Restrictions as found in policy 10.10 (<http://www.ofm.wa.gov/policy/10.htm>), with the travel requirements found in the current year's SNAP-Ed federal guidance, and with any travel related DOH SNAP-Ed policy and procedures. If the Subrecipient organization's travel related policy and procedures are in conflict with any of the aforementioned travel related federal or state policies and procedures, the Subrecipient organization will follow the stricter of the travel related policy and procedures unless otherwise approved and allowable by DOH or higher authority.

**Amendments**

Subrecipients should check the current year's federal SNAP-Ed guidance, the current year's DOH SNAP-Ed budget amendment guidance, and/or with a DOH SNAP-Ed program consultant to know what changes they can make on their own and what changes require an amendment and pre-approval in writing. Notify DOH staff prior to implementing amendments that significantly change the scope or direction of the approved project plan, including creating new or completely ending interventions, or adding different recruitment or delivery sites for reaching SNAP eligible population. Following the current year's guidance when required, subrecipients must submit a written plan amendment or written budget amendment request to DOH, and receive written approval from DOH, prior to making any changes within their project or budget and prior to making any purchases included within the amendment. Any requests needing USDA approval must be submitted to DOH no later than April 1st of each fiscal year, or no later than date specified by USDA, DSHS, or DOH. Following the current year's guidance when required, if Subrecipients submit plan or budget no cost amendments that do not require DSHS or USDA approval, DOH can review those and make approvals on a case by case basis during the federal fiscal year following the current year's guidance when required. All cost amendments that do not require DSHS or USDA approval should be submitted to DOH no later than July 16<sup>th</sup> of each fiscal year.

**Overtime**

Staff overtime is not billable in the DOH SNAP-Ed program unless it has been reviewed by the DOH SNAP-Ed program in advance and approved in writing.

**Special Funding Requirements**

Payment for deliverables as specified herein is dependent on receipt of funding from the USDA funding sources. In the event funding is not received, DOH is under no obligation to make payments for the deliverables as specified. If funding is reduced or limited in any way after the effective date of this contract and prior to normal completion, DOH may terminate task(s), remove funds, or reallocate funds at DOH's discretion under new funding limitations and conditions. DOH will make payments only upon the receipt of the funding. DOH will notify the Subrecipient within 10 working days upon notice by the funding source of funding availability.

**Special Billing Requirements**

1. All invoices, billing, and reimbursements must be in compliance with all applicable Federal laws, rules, regulations including the current year SNAP-Ed Guidance and OMB circulars governing cost issues.
2. Total costs billed will not exceed the USDA-approved budget amount listed in the box below.
  - Bills must be for only SNAP-Ed specific activities, using a DOH A19-1A Invoice voucher.
  - A SNAP-Ed specific A19-1A must be submitted to the subrecipient's designated DOH SNAP-Ed staff member within 30 days of the last day of the month for which the work is being billed, OR
  - An Subrecipient may request pre-approval to bill every 2 months instead, in which case, that Subrecipient is required to adhere to the billing due dates provided by DOH.
3. The SNAP-Ed program will deny payment for any costs not submitted by the due date without prior approval. If for ANY reason a Subrecipient is unable to submit the SNAP-Ed A-19-1A on the due date, the Subrecipient is required to submit a request for an exception to the DOH no later than 7 days prior to due date to the DOH SNAP-Ed program. The SNAP-Ed program reserves the right and responsibility to either approve or deny the request for an exception and will reply to the request.
4. Supporting documentation for each month must be submitted with each SNAP-Ed A19-1A.
  - At the very least this means a copy of a Subrecipient's financial expanded/detailed general ledger level report.
  - Additionally, all receipts, timecards and other supporting documentation, as noted by USDA, must be available upon request.

5. If a Subrecipient meets one of the criteria below, they will need to submit all SNAP-Ed backup documentation with each bill and this requirement will continue until further notice by DOH.
- All new SNAP-Ed Subrecipients within their 1<sup>st</sup> fiscal year.
  - Subrecipients with current fiscal findings.
  - Subrecipients who have not submitted adequate or accurate backup documentation within the last year.
  - Subrecipients who receive a rating of “High” from the DOH Federal Subrecipient Risk Assessment Tool.

<b>BUDGET</b>	
<b>Source</b>	<b>Amount</b>
USDA	\$97,864

**DOH Program Contact**

Christine Ciancetta, SNAP-Ed Contract Manager  
 Department of Health  
 PO Box 47886, Olympia, WA 98504-7886  
[Christine.Ciancetta@doh.wa.gov](mailto:Christine.Ciancetta@doh.wa.gov) / 360-236-3788

**DOH Fiscal Contact**

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 Department of Health  
 PO Box 47886, Olympia, WA 98504-7886  
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**EXHIBIT B-18  
ALLOCATIONS  
Contract Term: 2018-2021**

**Indirect Rate as of January 2018: 34.98% Admin & Fac.; 37.62% Community Hlth Pgms (inc. Admin) & 40.39% Environmental Hlth Pgms (inc. Admin)  
Indirect Rate as of January 2019: 37.38% Admin & Fac.; 39.19% Community Hlth Pgms (inc. Admin) & 39.83% Environmental Hlth Pgms (inc. Admin)  
Indirect Rate as of January 2020: 37.96% Admin & Fac.; 37.96% Community Hlth Pgms (inc. Admin) & 39.47% Environmental Hlth Pgms (inc. Admin)**

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY20 CSS USDA FINI Prog Mgnt	20157001823357	Amd 8	10.331	333.10.33	10/01/19	03/31/20	10/01/19	03/31/20	(\$13,410)	\$25,000	\$145,847
FFY20 CSS USDA FINI Prog Mgnt	20157001823357	Amd 6	10.331	333.10.33	10/01/19	03/31/20	10/01/19	03/31/20	\$38,410		
FFY19 CSS USDA FINI Prog Mgnt	20157001823357	Amd 8	10.331	333.10.33	10/01/18	09/30/19	10/01/18	09/30/19	(\$10,716)	\$78,347	
FFY19 CSS USDA FINI Prog Mgnt	20157001823357	N/A	10.331	333.10.33	10/01/18	09/30/19	10/01/18	09/30/19	\$89,063		
FFY18 CSS USDA FINI Prog Mgnt	20157001823357	Amd 8	10.331	333.10.33	01/01/18	09/30/18	10/01/17	09/30/18	(\$7,500)	\$42,500	
FFY18 CSS USDA FINI Prog Mgnt	20157001823357	Amd 6	10.331	333.10.33	01/01/18	09/30/18	10/01/17	09/30/18	(\$95,842)		
FFY18 CSS USDA FINI Prog Mgnt	20157001823357	Amd 2	10.331	333.10.33	01/01/18	09/30/18	10/01/17	09/30/18	\$55,060		
FFY18 CSS USDA FINI Prog Mgnt	20157001823357	N/A	10.331	333.10.33	01/01/18	09/30/18	10/01/17	09/30/18	\$90,782		
FFY20 CSS IAR SNAP Ed Prog Mgnt-Region 5	207WAWA5Q3903	Amd 10	10.561	333.10.56	10/01/19	09/30/20	10/01/19	09/30/20	\$83,000	\$83,000	\$83,000
FFY19 CSS IAR SNAP Ed Program Mgnt	197WAWA5Q3903	Amd 9	10.561	333.10.56	10/01/18	09/30/19	10/01/18	09/30/19	\$708	\$69,875	\$159,906
FFY19 CSS IAR SNAP Ed Program Mgnt	197WAWA5Q3903	Amd 4	10.561	333.10.56	10/01/18	09/30/19	10/01/18	09/30/19	\$69,167		
FFY18 CSS IAR SNAP Ed Program Mgnt CF	187WAWA5Q3903	Amd 4	10.561	333.10.56	10/01/18	09/30/19	10/01/18	09/30/19	\$13,833	\$13,833	
FFY18 CSS IAR SNAP Ed Program Mgnt	187WAWA5Q3903	Amd 4	10.561	333.10.56	01/01/18	09/30/18	10/01/17	09/30/18	\$8,150	\$69,281	
FFY18 CSS IAR SNAP Ed Program Mgnt	187WAWA5Q3903	Amd 2	10.561	333.10.56	01/01/18	09/30/18	10/01/17	09/30/18	\$26,548		
FFY18 CSS IAR SNAP Ed Program Mgnt	187WAWA5Q3903	N/A	10.561	333.10.56	01/01/18	09/30/18	10/01/17	09/30/18	\$34,583		
FFY17 CSS IAR SNAP Ed Program Mgnt CF	1717WAWA5Q390	N/A	10.561	333.10.56	01/01/18	09/30/18	10/01/17	09/30/18	\$6,917	\$6,917	
<b>FFY21 IAR SNAP Ed Prog Mgnt-Region 5</b>	<b>NGA Not Received</b>	<b>Amd 18</b>	<b>10.561</b>	<b>333.10.56</b>	10/01/20	09/30/21	10/01/20	09/30/21	<b>\$97,864</b>	<b>\$97,864</b>	<b>\$97,864</b>
FFY20 Housing People with AIDS Formula	WAH20-F999	Amd 16	14.241	333.14.24	07/01/20	12/31/20	07/01/20	06/30/21	\$26,690	\$26,690	\$168,092
FFY19 Housing People with AIDS Formula	WAH18-F999	Amd 8	14.241	333.14.24	07/01/19	06/30/20	07/01/19	06/30/20	\$53,379	\$53,379	
FFY18 Housing People with AIDS Formula	WAH18-F999	Amd 8	14.241	333.14.24	07/01/18	06/30/19	07/01/18	06/30/19	\$36,083	\$88,023	
FFY18 Housing People with AIDS Formula	WAH18-F999	Amd 5	14.241	333.14.24	07/01/18	06/30/19	07/01/18	06/30/19	\$51,940		
Hous. Opp for Ppl w/AIDS CARES <b>COVID-19</b>	WA-H2001W074	Amd 17, <b>18</b>	14.241	333.14.24	07/01/20	<b>06/30/21</b>	01/20/20	06/30/21	\$15,000	\$15,000	\$15,000
BITV-COVID Ed LHJ Allocation-CARES	NGA Not Received	Amd 17	21.019	333.21.01	07/01/20	12/30/20	07/01/20	12/30/20	\$365,445	\$365,445	\$365,445
COVID LHJ OFM Alloaction-CARES	NGA Not Received	Amd 17	21.019	333.21.01	03/01/20	12/30/20	03/01/20	12/30/20	\$5,402,000	\$5,402,000	\$5,402,000
PS SSI 1-5 BEACH Task 4	01J18001	Amd 13	66.123	333.66.12	03/01/20	10/31/20	07/01/17	06/30/23	\$5,800	\$5,800	\$17,400
PS SSI 1-5 BEACH Task 4	01J18001	Amd 7	66.123	333.66.12	03/01/19	10/31/19	07/01/17	10/31/19	\$5,800	\$5,800	
PS SSI 1-5 BEACH Task 4	01J18001	Amd 1	66.123	333.66.12	03/01/18	10/31/18	07/01/17	06/30/19	\$5,800	\$5,800	
PS SSI 1-5 PIC Task 4	01J18001	Amd 2, 8	66.123	333.66.12	01/01/18	09/30/19	07/01/17	06/30/19	(\$50,000)	\$28,805	\$28,805
PS SSI 1-5 PIC Task 4	01J18001	N/A, Amd 8	66.123	333.66.12	01/01/18	09/30/19	07/01/17	06/30/19	\$78,805		
FFY19 Swimming Beach Act Grant IAR (ECY)	01J49701	Amd 7	66.472	333.66.47	03/01/19	10/31/19	12/15/18	10/31/19	\$14,000	\$14,000	\$28,000
FFY18 Swimming Beach Act Grant IAR (ECY)	00J75501	Amd 1	66.472	333.66.47	03/01/18	10/31/18	12/15/17	12/14/18	\$14,000	\$14,000	
FFY17 EPR PHEP BP1 LHJ Funding	NU90TP921889-01	Amd 2	93.069	333.93.06	01/01/18	06/30/18	07/01/17	07/02/18	\$44,006	\$163,223	\$163,223
FFY17 EPR PHEP BP1 LHJ Funding	NU90TP921889-01	N/A	93.069	333.93.06	01/01/18	06/30/18	07/01/17	07/02/18	\$119,217		

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ALLOCATIONS  
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					Start Date	End Date	Start Date	End Date			
FFY18 EPR PHEP BP1 Supp LHJ Funding	NU90TP921889-01	Amd 5	93.069	333.93.06	07/01/18	06/30/19	07/01/18	06/30/19	\$5,318	\$295,345	\$295,345
FFY18 EPR PHEP BP1 Supp LHJ Funding	NU90TP921889-01	Amd 4	93.069	333.93.06	07/01/18	06/30/19	07/01/18	06/30/19	\$290,027		
<b>FFY20 PHEP BP2 LHJ Funding</b>	<b>NU90TP922043</b>	<b>Amd 18</b>	<b>93.069</b>	<b>333.93.06</b>	07/01/20	06/30/21	07/01/20	06/30/21	<b>\$118,138</b>	<b>\$295,345</b>	<b>\$590,690</b>
FFY20 PHEP BP2 LHJ Funding	NU90TP922043	Amd 16, 18	93.069	333.93.06	07/01/20	06/30/21	07/01/20	06/30/21	\$177,207		
FFY19 PHEP BP1 LHJ Funding	NU90TP922043	Amd 10	93.069	333.93.06	07/01/19	06/30/20	07/01/19	06/30/20	\$295,345	\$295,345	
FFY20 Overdose Data to Action Prev	NGA Not Received	Amd 17	93.136	333.93.13	09/01/20	12/31/20	09/01/20	08/31/21	\$50,000	\$50,000	\$100,000
FFY19 Overdose Data to Action Prev	NU17CE925007	Amd 11	93.136	333.93.13	09/01/19	08/31/20	09/01/19	08/31/20	\$50,000	\$50,000	
FFY17 317 Ops	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	\$4,837	\$4,837	\$4,837
FFY17 AFIX	5NH23IP000762-05-00	Amd 2, 4	93.268	333.93.26	07/01/18	06/30/19	04/01/17	06/30/19	\$27,563	\$27,563	\$41,821
FFY17 AFIX	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	\$14,258	\$14,258	
FFY17 Increasing Immunization Rates	NH23IP000762	Amd 3, 4	93.268	333.93.26	07/01/18	06/30/19	07/01/18	06/30/19	\$16,134	\$16,134	\$16,134
<b>FFY21 PPHF Ops</b>	<b>NH23IP922619</b>	<b>Amd 18</b>	<b>93.268</b>	<b>333.93.26</b>	07/01/20	06/30/21	07/01/20	06/30/21	<b>\$1,250</b>	<b>\$2,500</b>	<b>\$7,500</b>
FFY21 PPHF Ops	NH23IP922619	Amd 16, 18	93.069	333.93.06	07/01/20	06/30/21	07/01/20	06/30/21	\$1,250		
FFY20 PPHF Ops	NH23IP922619	Amd 9	93.268	333.93.26	07/01/19	06/30/20	07/01/19	06/30/20	\$2,500	\$2,500	
FFY17 PPHF Ops	NH23IP000762	Amd 3, 4	93.268	333.93.26	07/01/18	06/30/19	04/01/18	06/30/19	\$2,500	\$2,500	
<b>FFY21 VFC IQIP</b>	<b>NH23IP922619</b>	<b>Amd 18</b>	<b>93.268</b>	<b>333.93.26</b>	07/01/20	06/30/21	07/01/20	06/30/21	<b>\$21,000</b>	<b>\$42,000</b>	<b>\$69,588</b>
FFY21 VFC IQIP	NH23IP922619	Amd 16, 18	93.069	333.93.06	07/01/20	06/30/21	07/01/20	06/30/21	\$21,000		
FFY20 VFC IQIP	NH23IP922619	Amd 9	93.268	333.93.26	07/01/19	06/30/20	07/01/19	06/30/20	\$27,588	\$27,588	
FFY21 VFC Ops	NH23IP922619	Amd 16	93.268	333.93.26	07/01/20	12/31/20	07/01/20	06/30/21	\$8,067	\$8,067	\$31,255
FFY20 VFC Ops	NH23IP922619	Amd 9	93.268	333.93.26	07/01/19	06/30/20	07/01/19	06/30/20	\$16,134	\$16,134	
FFY17 VFC Ops	5NH23IP000762-05-00	N/A	93.268	333.93.26	01/01/18	06/30/18	04/01/17	06/30/18	\$7,054	\$7,054	
FFY19 Tobacco Prevention	U58DP006004	Amd 9	93.305	333.93.30	03/29/19	04/28/20	03/29/19	04/28/20	\$24,482	\$24,482	\$35,494
FFY19 Tobacco Prevention	U58DP006004	Amd 9	93.305	333.93.30	03/29/19	06/30/19	03/29/19	03/28/20	(\$6,120)	\$0	
FFY19 Tobacco Prevention	U58DP006004	Amd 8	93.305	333.93.30	03/29/19	06/30/19	03/29/19	03/28/20	\$6,120		
FFY18 Tobacco Prevention	U58DP006004	Amd 2	93.305	333.93.30	03/29/18	03/28/19	03/29/18	03/28/19	\$11,012	\$11,012	
FFY19 COVID CARES	NU50CK000515	Amd 16	93.323	333.93.32	06/01/20	12/31/20	06/01/20	06/30/21	\$314,824	\$314,824	\$314,824
<b>FFY20 Tobacco-Vape Prev Comp 1</b>	<b>NU58DP006808</b>	<b>Amd 18</b>	<b>93.387</b>	<b>333.93.38</b>	07/01/20	04/28/21	06/29/20	04/28/21	<b>\$12,241</b>	<b>\$24,482</b>	<b>\$24,482</b>
FFY20 Tobacco-Vape Prev Comp 1	NU58DP006808	Amd 17, 18	93.387	333.93.38	07/01/20	04/28/21	06/29/20	04/28/21	\$12,241		
FFY20 CDC COVID-19 Crisis Resp LHJ-Tribe	NU90TP922069	Amd 14	93.354	333.93.35	01/20/20	12/31/20	01/01/20	06/30/21	\$340,263	\$340,263	\$340,263
<b>FFY20 Phys Actvty &amp; Nutrition Prog</b>	<b>NGA Not Received</b>	<b>Amd 18</b>	<b>93.439</b>	<b>333.93.43</b>	09/30/20	09/29/21	09/30/20	09/29/21	<b>\$60,000</b>	<b>\$60,000</b>	<b>\$180,000</b>
FFY19 Phys Actvty & Nutrition Prog	NU58DP006504	Amd 10, 16, 18	93.439	333.93.43	09/30/19	09/29/20	09/30/19	09/29/20	\$60,000	\$60,000	
FFY18 Phys Actvty & Nutrition Prog	NU58DP006504	Amd 8	93.439	333.93.43	03/01/19	09/29/19	09/28/18	09/29/19	\$60,000	\$60,000	



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ALLOCATIONS  
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					Start Date	End Date	Start Date	End Date			
FFY17 TCPI PTN Contracts	1L1331455	Amd 1, 3	93.638	333.93.63	01/01/18	09/28/18	09/29/17	09/28/18	\$73,117	\$73,117	\$73,117
FFY18 PHBG Tobacco PPHF	NB01OT009234	Amd 4	93.758	333.93.75	10/01/18	09/30/19	10/01/18	09/30/19	\$40,000	\$40,000	\$69,034
FFY17 PHBG Tobacco PPHF	NB01OT00918	Amd 3	93.758	333.93.75	01/01/18	09/29/18	07/01/17	09/30/18	\$3,235	\$29,034	
FFY17 PHBG Tobacco PPHF	NB01OT00918	Amd 2, 3	93.758	333.93.75	01/01/18	09/29/18	07/01/17	09/30/18	\$5,799		
FFY17 PHBG Tobacco PPHF	NB01OT00918	N/A, Amd 3	93.758	333.93.75	01/01/18	09/29/18	07/01/17	09/30/18	\$20,000		
FFY17 EPR HPP BP1 Healthcare System Prep	NU90TP921889-01	Amd 2	93.889	333.93.88	01/01/18	06/30/18	07/01/17	07/02/18	\$4,477	\$18,420	\$18,420
FFY17 EPR HPP BP1 Healthcare System Prep	NU90TP921889-01	N/A	93.889	333.93.88	01/01/18	06/30/18	07/01/17	07/02/18	\$13,943		
FFY19 RW HIV Peer Nav Proj-Proviso	5X07HA000832800	Amd 8	93.917	333.93.91	04/01/19	06/30/19	04/01/19	06/30/19	\$14,353	\$14,353	\$71,765
FFY18 RW HIV Peer Nav Proj-Proviso	5X07HA000832800	Amd 4	93.917	333.93.91	04/01/18	03/31/19	04/01/18	03/31/19	\$22,871	\$57,412	
FFY18 RW HIV Peer Nav Proj-Proviso	5X07HA000832800	Amd 2, 4	93.917	333.93.91	04/01/18	03/31/19	04/01/18	03/31/19	\$34,541		
FFY18 RW HIV Provider Capacity-Proviso	5X07HA000832800	Amd 2, 4	93.917	333.93.91	04/01/18	03/31/19	04/01/18	03/31/19	\$30,695	\$30,695	\$30,695
Ryan White Part B COVID-19 Response	6X7CHA368990101	Amd 16	93.917	333.93.91	01/20/20	12/31/20	01/20/20	03/31/21	\$24,730	\$24,730	\$24,730
FFY19 Ryan White Supp Direct Svcs	5X07HA000832800	Amd 12	93.917	333.93.91	09/30/19	06/30/20	09/30/19	09/29/20	\$109,140	\$109,140	\$109,140
<b>FFY21 MCHBG LHJ Contracts</b>	<b>NGA Not Received</b>	<b>Amd 18</b>	<b>93.994</b>	<b>333.93.99</b>	10/01/20	09/30/21	10/01/20	09/30/21	<b>\$159,854</b>	<b>\$159,854</b>	<b>\$599,453</b>
FFY20 MCHBG LHJ Contracts	B04MC32578	Amd 10	93.994	333.93.99	10/01/19	09/30/20	10/01/19	09/30/20	\$159,854	\$159,854	
FFY19 MCHBG LHJ Contracts	B04MC32578	Amd 4	93.994	333.93.99	10/01/18	09/30/19	10/01/18	09/30/19	\$159,854	\$159,854	
FFY18 MCHBG LHJ Contracts	B04MC31524	N/A	93.994	333.93.99	01/01/18	09/30/18	10/01/17	09/30/18	\$119,891	\$119,891	
FEMA-75 COVID LHJ Allocation	NGA Not Received	Amd 17	97.036	333.97.03	07/01/20	12/30/20	07/01/20	12/30/20	\$1,096,335	\$1,096,335	\$1,096,335
GFS-Group B (FO-SW)		Amd 10	N/A	334.04.90	07/01/20	12/31/20	07/01/19	06/30/21	\$10,000	\$10,000	\$20,000
GFS-Group B (FO-SW)		Amd 10	N/A	334.04.90	07/01/19	06/30/20	07/01/19	06/30/21	\$10,000	\$10,000	
GFS-Group B (FO-SW)		Amd 3	N/A	334.04.90	01/01/18	06/30/18	07/01/17	06/30/19	(\$10,000)	\$0	
GFS-Group B (FO-SW)		N/A	N/A	334.04.90	01/01/18	06/30/18	07/01/17	06/30/19	\$10,000		
FY2 Group B Programs for DW (FO-SW)		Amd 3	N/A	334.04.90	07/01/18	06/30/19	07/01/18	06/30/19	\$10,000	\$10,000	\$30,000
FY1 Group B Programs for DW (FO-SW)		Amd 3	N/A	334.04.90	01/01/18	06/30/18	01/01/18	06/30/18	\$20,000	\$20,000	
Healthy Communities		Amd 12	N/A	334.04.91	07/01/19	06/30/20	07/01/19	06/30/21	(\$3,425)	\$0	\$0
Healthy Communities		Amd 10	N/A	334.04.91	07/01/19	06/30/20	07/01/19	06/30/21	\$3,425		
<b>State Drug User Health Program</b>		<b>Amd 18</b>	<b>N/A</b>	<b>334.04.91</b>	07/01/20	06/30/21	07/01/19	06/30/21	<b>\$20,000</b>	<b>\$40,000</b>	<b>\$134,478</b>
State Drug User Health Program		Amd 16, 18	N/A	334.04.91	07/01/20	06/30/21	07/01/19	06/30/21	\$20,000		
State Drug User Health Program		Amd 9	N/A	334.04.91	07/01/19	06/30/20	07/01/19	06/30/21	\$40,000	\$40,000	
State Drug User Health Program		Amd 8	N/A	334.04.91	01/01/19	06/30/19	07/01/18	06/30/19	\$54,478	\$54,478	

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State HIV CS/End AIDS WA		Amd 8	N/A	334.04.91	01/01/19	06/30/19	07/01/17	06/30/19	\$2,083	\$12,496	\$23,948
State HIV CS/End AIDS WA		Amd 6	N/A	334.04.91	01/01/19	06/30/19	07/01/17	06/30/19	\$10,413		
State HIV CS/End AIDS WA		Amd 6	N/A	334.04.91	10/01/18	12/31/18	07/01/17	06/30/19	\$2,083	\$2,083	
State HIV CS/End AIDS WA		Amd 2	N/A	334.04.91	07/01/18	12/31/18	07/01/17	06/30/19	\$6,246	\$6,246	
State HIV CS/End AIDS WA		Amd 2	N/A	334.04.91	03/01/18	06/30/18	07/01/17	06/30/19	\$3,123	\$3,123	
State HIV Prevention		Amd 8	N/A	334.04.91	01/01/19	06/30/19	07/01/17	06/30/19	(\$43,333)	\$0	\$51,667
State HIV Prevention		Amd 6	N/A	334.04.91	01/01/19	06/30/19	07/01/17	06/30/19	\$43,333		
State HIV Prevention		Amd 6	N/A	334.04.91	07/01/18	12/31/18	07/01/17	06/30/19	\$11,667	\$31,667	
State HIV Prevention		N/A	N/A	334.04.91	07/01/18	12/31/18	07/01/17	06/30/19	\$20,000		
State HIV Prevention		N/A	N/A	334.04.91	01/01/18	06/30/18	07/01/17	06/30/19	\$20,000	\$20,000	
State HIV Prevention PrEP		Amd 3	N/A	334.04.91	07/01/18	06/30/19	07/01/17	06/30/17	\$9,172	\$9,172	\$13,758
State HIV Prevention PrEP		Amd 2	N/A	334.04.91	01/01/18	06/30/18	07/01/17	06/30/19	\$4,586	\$4,586	
FY20/21 COVID-19 Disaster Response Acct		Amd 14	N/A	334.04.92	01/20/20	12/31/20	01/01/20	06/30/21	\$309,737	\$309,737	\$309,737
FPH Lead Case Mgmt-FPH		Amd 15	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/20	(\$2,425)	\$1,000	\$1,000
FPH Lead Case Mgmt-FPH		Amd 12	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/20	\$3,425		
SFY2 Lead Environments of Children		Amd 7	N/A	334.04.93	07/01/18	06/30/19	07/01/18	06/30/19	(\$3,000)	\$2,000	\$5,000
SFY2 Lead Environments of Children		Amd 4	N/A	334.04.93	07/01/18	06/30/19	07/01/18	06/30/19	\$5,000		
SFY1 Lead Environments of Children		Amd 1	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/18	\$3,000	\$3,000	
SFY21 Marijuana Education		Amd 16, 18	N/A	334.04.93	07/01/20	06/30/21	07/01/20	06/30/21	\$5,766	\$5,766	\$506,734
SFY21 Marijuana Education		Amd 9	N/A	334.04.93	07/01/20	12/31/20	07/01/20	06/30/21	\$247,509	\$247,509	
SFY20 Marijuana Education		Amd 10	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/20	\$5,950	\$5,950	
SFY20 Marijuana Education		Amd 9	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/20	\$247,509	\$247,509	
SFY19 Marijuana Tobacco Edu		Amd 3	N/A	334.04.93	07/01/18	06/30/19	07/01/18	06/30/19	\$247,509	\$247,509	\$403,323
SFY19 Marijuana Tobacco Edu		Amd 2	N/A	334.04.93	07/01/18	06/30/19	07/01/18	06/30/19	\$7,501	\$7,501	
SFY18 Marijuana Tobacco Edu		Amd 3	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/18	\$49,558	\$148,313	
SFY18 Marijuana Tobacco Edu		N/A	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/18	\$98,755		
Rec Shellfish/Biotoxin		Amd 9, 16	N/A	334.04.93	07/01/19	12/31/20	07/01/19	06/30/21	\$15,000	\$15,000	\$37,500
Rec Shellfish/Biotoxin		N/A	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$22,500	\$22,500	
Small Onsite Management (ALEA)		Amd 9	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/21	\$45,000	\$45,000	\$75,000
Small Onsite Management (ALEA)		Amd 5	N/A	334.04.93	07/01/18	06/30/18	07/01/17	06/30/19	\$15,662	\$15,662	
Small Onsite Management (ALEA)		Amd 5	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/19	(\$15,662)	\$14,338	
Small Onsite Management (ALEA)		N/A, Amd 5	N/A	334.04.93	01/01/18	06/30/18	07/01/17	06/30/19	\$30,000		

EXHIBIT B-18  
ALLOCATIONS  
Contract Term: 2018-2021

Indirect Rate as of January 2018: 34.98% Admin & Fac.; 37.62% Community Hlth Pgms (inc. Admin) & 40.39% Environmental Hlth Pgms (inc. Admin)  
Indirect Rate as of January 2019: 37.38% Admin & Fac.; 39.19% Community Hlth Pgms (inc. Admin) & 39.83% Environmental Hlth Pgms (inc. Admin)  
Indirect Rate as of January 2020: 37.96% Admin & Fac.; 37.96% Community Hlth Pgms (inc. Admin) & 39.47% Environmental Hlth Pgms (inc. Admin)

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
Wastewater Management-GFS		Amd 9	N/A	334.04.93	07/01/20	12/31/20	07/01/19	06/30/21	\$15,000	\$15,000	\$45,000
Wastewater Management-GFS		N/A	N/A	334.04.93	07/01/18	06/30/19	07/01/17	06/30/19	\$30,000	\$30,000	
FPH-Youth Tobacco Vapor Prevention		Amd 16, 18	N/A	334.04.93	07/01/20	06/30/21	07/01/19	06/30/21	\$24,289	\$24,289	\$48,801
FPH-Youth Tobacco Vapor Prevention		Amd 11	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/21	\$24,512	\$24,512	
Youth Tobacco Vapor Products		Amd 16, 18	N/A	334.04.93	07/01/20	06/30/21	07/01/19	06/30/21	\$38,402	\$38,402	\$159,493
Youth Tobacco Vapor Products		Amd 11	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/21	(\$8,451)	\$38,403	
Youth Tobacco Vapor Products		Amd 9	N/A	334.04.93	07/01/19	06/30/20	07/01/19	06/30/21	\$46,854		
Youth Tobacco Vapor Products		Amd 6	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$36,000	\$82,688	
Youth Tobacco Vapor Products		Amd 2, 6	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$25,544		
Youth Tobacco Vapor Products		Amd 2, 6	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$4,655		
Youth Tobacco Vapor Products		N/A, Amd 6	N/A	334.04.93	01/01/18	06/30/19	07/01/17	06/30/19	\$16,489		
FFY20 Swim Beach Act Grant IAR (ECY-ALEA)		Amd 15	N/A	334.04.96	03/01/20	10/31/20	12/15/19	12/14/20	\$18,000	\$18,000	\$18,000
<b>HIV Local Proviso</b>		<b>Amd 18</b>	<b>N/A</b>	<b>334.04.98</b>	07/01/20	06/30/21	07/01/19	06/30/21	<b>\$41,748</b>	<b>\$83,496</b>	<b>\$83,496</b>
HIV Local Proviso		Amd 16, 18	N/A	334.04.98	07/01/20	06/30/21	07/01/19	06/30/21	\$41,748		
ADAP Rebate (Local) 19-21		Amd 16, 18	N/A	334.04.98	07/01/20	06/30/21	07/01/19	06/30/21	\$45,864	\$45,864	\$137,592
ADAP Rebate (Local) 19-21		Amd 9	N/A	334.04.98	07/01/19	06/30/20	07/01/19	06/30/21	\$91,728	\$91,728	
FFY17 ADAP Rebate (Local) 17-19		Amd 5	N/A	334.04.98	07/01/18	06/30/19	07/01/17	06/30/19	(\$225,000)	\$82,556	\$348,834
FFY17 ADAP Rebate (Local) 17-19		Amd 3	N/A	334.04.98	07/01/18	06/30/19	07/01/17	06/30/19	\$82,556		
FFY17 ADAP Rebate (Local) 17-19		N/A, Amd 3	N/A	334.04.98	07/01/18	06/30/19	07/01/17	06/30/19	\$225,000		
FFY17 ADAP Rebate (Local) 17-19		Amd 2	N/A	334.04.98	01/01/18	06/30/18	07/01/17	06/30/19	\$41,278	\$266,278	
FFY17 ADAP Rebate (Local) 17-19		N/A	N/A	334.04.98	01/01/18	06/30/18	07/01/17	06/30/19	\$225,000		
SFY17 Managed Care Org		Amd 1	N/A	334.04.98	01/01/18	06/30/18	07/01/17	06/30/18	(\$32,678)	\$6,536	\$6,536
SFY17 Managed Care Org		N/A	N/A	334.04.98	01/01/18	06/30/18	07/01/17	06/30/18	\$39,214		
<b>FFY21 RW Grant Year Local (Rebate)</b>		<b>Amd 18</b>	<b>N/A</b>	<b>334.04.98</b>	04/01/21	06/30/21	04/01/21	03/31/22	<b>\$116,146</b>	<b>\$116,146</b>	<b>\$1,269,487</b>
<b>FFY20 RW Grant Year Local (Rebate)</b>		<b>Amd 18</b>	<b>N/A</b>	<b>334.04.98</b>	07/01/20	03/31/21	04/01/20	03/31/21	<b>\$116,146</b>	<b>\$348,438</b>	
FFY20 RW Grant Year Local (Rebate)		Amd 16, 18	N/A	334.04.98	07/01/20	03/31/21	04/01/20	03/31/21	\$232,292		
FFY20 RW Grant Year Local (Rebate)		Amd 12	N/A	334.04.98	04/01/20	06/30/20	04/01/20	03/31/21	(\$27,285)	\$88,861	
FFY20 RW Grant Year Local (Rebate)		Amd 9	N/A	334.04.98	04/01/20	06/30/20	04/01/20	03/31/21	\$116,146		
FFY19 RW Grant Year Local (Rebate)		Amd 12	N/A	334.04.98	07/01/19	03/31/20	04/01/19	03/31/20	(\$81,855)	\$266,582	
FFY19 RW Grant Year Local (Rebate)		Amd 9	N/A	334.04.98	07/01/19	03/31/20	04/01/19	03/31/20	\$348,437		
FFY19 RW Grant Year Local (Rebate)		Amd 6	N/A	334.04.98	04/01/19	06/30/19	04/01/19	03/31/20	\$112,230	\$112,230	
FFY18 RW Grant Year Local (Rebate)		Amd 6	N/A	334.04.98	01/01/19	03/31/19	04/01/18	03/31/19	\$112,230	\$112,230	
FFY18 RW Grant Year Local (Rebate)		Amd 5	N/A	334.04.98	07/01/18	03/31/19	04/01/18	03/31/19	\$225,000	\$225,000	
FFY19 RW Local Proviso		Amd 9	N/A	334.04.98	07/01/19	06/30/20	07/01/19	06/30/20	\$41,749	\$41,749	\$41,749



**EXHIBIT B-18  
ALLOCATIONS  
Contract Term: 2018-2021**

**Indirect Rate as of January 2018: 34.98% Admin & Fac.; 37.62% Community Hlth Pgms (inc. Admin) & 40.39% Environmental Hlth Pgms (inc. Admin)  
Indirect Rate as of January 2019: 37.38% Admin & Fac.; 39.19% Community Hlth Pgms (inc. Admin) & 39.83% Environmental Hlth Pgms (inc. Admin)  
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Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FPHS Funding for LHJs		Amd 17	N/A	336.04.25	07/01/20	12/31/20	07/01/19	06/30/21	\$64,789	\$212,134	\$571,613
FPHS Funding for LHJs		Amd 10	N/A	336.04.25	07/01/20	12/31/20	07/01/19	06/30/21	\$147,345		
FPHS Funding for LHJs		Amd 17	N/A	336.04.25	07/01/19	06/30/20	07/01/19	06/30/21	\$64,789	\$212,134	
FPHS Funding for LHJs		Amd 10	N/A	336.04.25	07/01/19	06/30/20	07/01/19	06/30/21	\$147,345		
FPHS Funding for LHJs Dir		Amd 3	N/A	336.04.25	07/01/18	06/30/19	07/01/17	06/30/19	\$147,345	\$147,345	
YR 20 SRF - Local Asst (15%) (FS) SS		Amd 3	N/A	346.26.64	01/01/18	12/31/18	07/01/15	12/31/18	(\$14,750)	\$0	\$0
YR 20 SRF - Local Asst (15%) (FS) SS		N/A, Amd 3	N/A	346.26.64	01/01/18	12/31/18	07/01/15	12/31/18	\$14,750		
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 10	N/A	346.26.64	01/01/18	06/30/19	07/01/17	06/30/19	(\$13,250)	\$14,250	\$14,250
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 6, 10	N/A	346.26.64	01/01/18	06/30/19	07/01/17	06/30/19	\$12,750		
YR 21 SRF - Local Asst (15%) (FS) SS		Amd 3, 6, 10	N/A	346.26.64	01/01/18	06/30/19	07/01/17	06/30/19	\$14,750		
YR 22 SRF - Local Asst (15%) (FO-SW) SS		Amd 15	N/A	346.26.64	01/01/19	12/31/20	07/01/19	06/30/21	\$500	\$21,750	\$21,750
YR 22 SRF - Local Asst (15%) (FO-SW) SS		Amd 12	N/A	346.26.64	01/01/19	12/31/20	07/01/19	06/30/21	\$8,500		
YR 22 SRF - Local Asst (15%) (FO-SW) SS		Amd 10, 12	N/A	346.26.64	01/01/19	12/31/20	07/01/19	06/30/21	\$12,750		
YR 20 SRF - Local Asst (15%) (FS) TA		Amd 3	N/A	346.26.66	01/01/18	12/31/18	07/01/15	12/31/18	(\$2,000)	\$0	\$0
YR 20 SRF - Local Asst (15%) (FS) TA		N/A, Amd 3	N/A	346.26.66	01/01/18	12/31/18	07/01/17	12/31/18	\$2,000		
YR 20 SRF - Prog Mgmt (10%) (FS) TA		Amd 6	N/A	346.26.66	01/01/18	12/31/18	07/01/15	12/31/18	\$468	\$1,268	\$1,268
YR 20 SRF - Prog Mgmt (10%) (FS) TA		Amd 3	N/A	346.26.66	01/01/18	12/31/18	07/01/15	12/31/18	\$800		
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	(\$1,249)	\$1,900	\$1,900
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 6, 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	\$1,949		
YR 21 SRF - Local Asst (15%) (FS) TA		Amd 3, 6, 10	N/A	346.26.66	01/01/18	06/30/19	07/01/17	06/30/19	\$1,200		
YR 22 SRF - Local Asst (15%) (FO-SW) TA		Amd 12	N/A	346.26.66	01/01/19	12/31/20	07/01/19	06/30/21	\$3,000	\$4,249	\$4,249
YR 22 SRF - Local Asst (15%) (FO-SW) TA		Amd 10, 12	N/A	346.26.66	01/01/19	12/31/20	07/01/19	06/30/21	\$1,249		
<b>TOTAL</b>									<b>\$15,205,667</b>	<b>\$15,205,667</b>	
<b>Total consideration:</b>				<b>\$14,441,280</b>						<b>GRAND TOTAL</b>	<b>\$15,205,667</b>
				<b>\$764,387</b>							
<b>GRAND TOTAL</b>				<b>\$15,205,667</b>						<b>Total Fed</b>	<b>\$10,819,504</b>
										<b>Total State</b>	<b>\$4,386,163</b>

\*Catalog of Federal Domestic Assistance

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

## SNAP PUBLIC HEALTH DISTRICT-SWV0027359-00

CONTRACT CLH18248-Kitsap Public Health District

CONTRACT PERIOD: 01/01/2018-12/31/2021

Department of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period		Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
				Start Date	End Date						
20 CSS USDA FINI PROGRAM MGMT	333.10.33	04/01/15	\$5,859,307	10/01/19	03/31/20	\$25,000	10.331	Food Insecurity Nutrition Incentive Grants	USDA-National Institute of Food and Agriculture	20157001823357	FOOD NUTRITION INCENTIVE G
19 CSS USDA FINI PROGRAM MGMT	333.10.33	08/26/15	\$5,859,307	10/01/18	09/30/19	\$78,347	10.331	Food Insecurity Nutrition Incentive Grants	USDA-National Institute of Food and Agriculture	20157001823357	WASHINGTON STATE DEPARTM OF HEALTH FINI GRANT PROJE
18 CSS USDA FINI PROGRAM MGMT	333.10.33	08/26/15	\$5,859,307	01/01/18	09/30/18	\$42,500	10.331	Food Insecurity Nutrition Incentive Grants	USDA-National Institute of Food and Agriculture	20157001823357	WASHINGTON STATE DEPARTM OF HEALTH FINI GRANT PROJE
21 IAR SNAP ED PROG MGNT-REGION 5	333.10.56	NGA Not Received	NGA Not Received	10/01/20	09/30/21	\$97,864	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	NGA Not Received	NGA Not Received
20 CSS IAR SNAP ED PROG MGNT-REGION 5	333.10.56	09/30/19	\$5,300,000	10/01/19	09/30/20	\$83,000	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	207WAWA5Q3903	2019 SUPPLEMENTAL NUTRITIC ASSISTANCE PROGRAM EDUCA (SNAP-ED)
19 CSS IAR SNAP-ED PROG MGNT	333.10.56	09/28/18	\$5,386,268	10/01/18	09/30/19	\$69,875	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	197WAWA5Q3903	SNAP 2YR NUTRITION ED OBES
18 CSS IAR SNAP-ED PROGRAM MGNT CF	333.10.56	09/28/17	\$5,300,000	10/01/18	09/30/19	\$13,833	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	187WAWA5Q3903	2018 SUPPLEMENTAL NUTRITIC ASSISTANCE PROGRAM EDUCA (SNAP-ED)
18 CSS IAR SNAP-ED PROGRAM MGNT	333.10.56	09/28/17	\$5,300,000	01/01/18	09/30/18	\$69,281	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	187WAWA5Q3903	2018 SUPPLEMENTAL NUTRITIC ASSISTANCE PROGRAM EDUCA (SNAP-ED)
17 CSS IAR SNAP-ED PROGRAM MGNT CF	333.10.56	09/10/16	\$5,739,856	01/01/18	09/30/18	\$6,917	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	1717WAWA5Q390	2018 SUPPLEMENTAL NUTRITIC ASSISTANCE PROGRAM EDUCA (SNAP-ED)
US. OPP FOR PPL W/ AIDS CARES COVID-19	333.14.24	07/01/20	\$145,149	01/20/20	06/30/21	\$15,000	14.241	Housing Opportunities for Persons with AIDS	Department of Housing and Urban Development	WA-H2001W074	HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM SUPPLEMENTAL CA ACT
20 HOUSING PEOPLE WITH AIDS FORMULA	333.14.24	08/20/20	\$1,216,499	07/01/20	12/31/20	\$26,690	14.241	Housing Opportunities for Persons with AIDS	Department of Housing and Urban Development	WAH20-F999	HOUSING OPPORTUNITIES FOR PERSON WITH AIDS (HOPWA) PROGRAM
19 HOUSING PEOPLE WITH AIDS FORMULA	333.14.24	08/07/18	\$955,996	07/01/19	06/30/20	\$53,379	14.241	Housing Opportunities for Persons with AIDS	Department of Housing and Urban Development	WAH18-F999	HOUSING OPPORTUNITIES FOR PERSON WITH AIDS (HOPWA) PROGRAM
18 HOUSING PEOPLE WITH AIDS FORMULA	333.14.24	08/07/18	\$955,996	07/01/18	06/30/19	\$88,023	14.241	Housing Opportunities for Persons with AIDS	Department of Housing and Urban Development	WAH18-F999	HOUSING OPPORTUNITIES FOR PERSON WITH AIDS (HOPWA) PROGRAM
VID LHJ OFM ALLOCATION-CARES	333.21.01	NGA Not Received	NGA Not Received	03/01/20	12/30/20	\$5,402,000	21.019	Coronavirus Relief Fund	Department of the Treasury	NGA Not Received	NGA Not Received
V-COVID ED LHJ ALLOCATION-CARES	333.21.01	NGA Not Received	NGA Not Received	07/01/20	12/30/20	\$365,445	21.019	Coronavirus Relief Fund	Department of the Treasury	NGA Not Received	NGA Not Received

## SAP PUBLIC HEALTH DISTRICT-SWV0027359-00

CONTRACT CLH18248-Kitsap Public Health District

CONTRACT PERIOD: 01/01/2018-12/31/2021

Department of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period		Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
				Start Date	End Date						
SSI 1-5 PIC TASK 4	333.66.12	08/02/16	\$9,200,000	01/01/18	09/30/19	\$28,805	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	01J18001	PUGET SOUND SHELLFISH STRATEGIC INITIATIVE LEAD
SSI 1-5 BEACH TASK 4	333.66.12	08/02/16	\$9,200,000	03/01/18	10/31/20	\$17,400	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	01J18001	PUGET SOUND SHELLFISH STRATEGIC INITIATIVE LEAD
2019 SWIMMING BEACH ACT GRANT IAR (ECY)	333.66.47	12/01/18	\$91,991	03/01/19	10/31/19	\$14,000	66.472	Beach Monitoring and Notificaiton Program Implementation Grants	Environmental Protection Agency Office of Water	01J49701	MARINE SWIMMING BEACH MONITORING AND PUBLIC NOTIFICATION
2018 SWIMMING BEACH ACT GRANT IAR (ECY)	333.66.47	12/15/17	\$91,990	03/01/18	10/31/18	\$14,000	66.472	Beach Monitoring and Notificaiton Program Implementation Grants	Environmental Protection Agency Office of Water	00J75501	MARINE SWIMMING BEACH MONITORING AND PUBLIC NOTIFICATION
2020 PHEP BP2 LHJ FUNDING	333.93.06	06/12/20	\$11,365,797	07/01/20	06/30/21	\$295,345	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922043	PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) COOPERATIVE AGREEMENT
2019 PHEP BP1 LHJ FUNDING	333.93.06	06/29/19	\$11,307,904	07/01/19	06/30/20	\$295,345	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922043	PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) COOPERATIVE AGREEMENT
2018 EPR PHEP BP1 SUPP LHJ FUNDING	333.93.06	08/01/18	\$11,062,782	07/01/18	06/30/19	\$295,345	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP921889-01	HOSPITAL PREPAREDNESS PROGRAM AND PUBLIC HEALTH EMERGENCY PREPAREDNESS COOPERATIVE AGREEMENT
2017 EPR PHEP BP1 LHJ FUNDING	333.93.06	07/18/17	\$11,062,782	01/01/18	06/30/18	\$163,223	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP921889-01	HOSPITAL PREPAREDNESS PROGRAM AND PUBLIC HEALTH EMERGENCY PREPAREDNESS COOPERATIVE AGREEMENT
2020 OVERDOSE DATA TO ACTION PREV	333.93.13	NGA Not Received	NGA Not Received	09/01/20	12/31/20	\$50,000	93.136	Injury Prevention and Control Research and State and Community-Based Programs	Department of Health and Human Services Centers for Disease Control and Prevention	NGA Not Received	NGA Not Received
2019 OVERDOSE DATA TO ACTION PREV	333.93.13	08/12/19	\$4,390,240	09/01/19	08/31/20	\$50,000	93.136	Injury Prevention and Control Research and State and Community-Based Programs	Department of Health and Human Services-Centers for Disease Control and Prevention-National Center for Injury Prevention and Control	NU17CE925007	WASHINGTON STATE DEPARTMENT OF HEALTH OVERDOSE DATA TO ACTION
2021 VFC OPS	333.93.26	07/01/20	\$9,082,252	07/01/20	12/31/20	\$8,067	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PRO
2021 VFC IQIP	333.93.26	07/01/20	\$9,082,252	07/01/20	06/30/21	\$42,000	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PRO
2021 PPHF OPS	333.93.26	07/01/20	\$9,082,252	07/01/20	06/30/21	\$2,500	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PRO
2020 VFC OPS	333.93.26	07/01/19	\$9,234,835	07/01/19	06/30/20	\$16,134	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PRO
2020 VFC IQIP	333.93.26	07/01/19	\$9,234,835	07/01/19	06/30/20	\$27,588	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PRO

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CONTRACT CLH18248-Kitsap Public Health District

CONTRACT PERIOD: 01/01/2018-12/31/2021

Department of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period		Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
				Start Date	End Date						
20 PPHF OPS	333.93.26	07/01/19	\$9,234,835	07/01/19	06/30/20	\$2,500	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP922619	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN PRO
17 VFC OPS	333.93.26	03/03/17	\$1,201,605	01/01/18	06/30/18	\$7,054	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
17 PPHF OPS	333.93.26	06/29/18	\$3,634,512	07/01/18	06/30/19	\$2,500	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
17 INCREASING IMMUNIZATION RATES	333.93.26	06/29/18	\$1,722,443	07/01/18	06/30/19	\$16,134	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	NH23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
17 AFIX	333.93.26	03/03/17	\$1,672,289	01/01/18	06/30/19	\$41,821	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
17 317 OPS	333.93.26	03/03/17	\$575,969	01/01/18	06/30/18	\$4,837	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	5NH23IP000762-05-00	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
19 TOBACCO PREVENTION	333.93.30	03/04/19	\$5,538,507	03/29/19	04/28/20	\$24,482	93.305	National State Based Tobacco Control Programs	Department of Health and Human Services Centers for Disease Control and Prevention	NU58DP006004	TOBACCO CONTROL PROGRAM
18 TOBACCO PREVENTION	333.93.30	03/22/18	\$1,081,051	03/29/18	03/29/19	\$11,012	93.305	National State Based Tobacco Control Programs	Department of Health and Human Services Centers for Disease Control and Prevention	U58DP006004	TOBACCO CONTROL PROGRAM
19 COVID CARES	333.93.32	04/23/20	\$22,581,799	06/01/20	12/31/20	\$314,824	93.323	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)-Building and Strengthening Epidemiology, Laboratory and	Department of Health and Human Services Centers for Disease Control and Prevention	NU50CK000515	EPIDEMIOLOGY & LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)-BUILDING & STRENGTHENING EPIDEMIOLO
20 CDC COVID-19 CRISIS RESP LHJ-TRIBE	333.93.35	03/16/20	\$13,230,799	01/20/20	12/31/20	\$340,263	93.354	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP922069	CDC COOPERATIVE AGREEMENT EMERGENCY RESPONSE: PUBLIC HEALTH CRISIS RESPONSE CD TP18-1802
20 TOBACCO-VAPE PREV COMP 1	333.93.38	06/21/20	\$1,523,776	07/01/20	04/28/21	\$24,482	93.387	National and State Tobacco Control Program	Department of Health and Human Services Centers for Disease Control and Prevention	NU58DP006808	TOBACCO AND VAPOR PRODUCT PREVENTION AND CONTROL PROGRAM
20 PHYS ACTVTY & NUTRITION PROG	333.93.43	NGA Not Received	NGA Not Received	09/30/20	09/29/21	\$60,000	93.439	State Physical Activity and Nutrition (SPAN)	Department of Health and Human Services (HHS) Centers for Disease Control and Prevention (CDC)	NGA Not Received	NGA Not Received
19 PHYS ACTVTY & NUTRITION PROG	333.93.43	07/24/19	\$1,846,000	09/30/19	09/29/20	\$60,000	93.439	State Physical Activity and Nutrition (SPAN)	Department of Health and Human Services (HHS) Centers for Disease Control and Prevention (CDC)	NU58DP006504	STATE PHYSICAL ACTIVITY AND NUTRITION-WASHINGTON (SPA
18 PHYS ACTVTY & NUTRITION PROG	333.93.43	09/01/18	\$923,000	03/01/19	09/29/19	\$60,000	93.439	State Physical Activity and Nutrition (SPAN)	Department of Health and Human Services	NU58DP006504	STATE PHYSICAL ACTIVITY AND NUTRITION-WASHINGTON (SPA
17 TCPI PTN CONTRACTS	333.93.63	09/24/15	\$11,254,883	01/01/18	09/28/18	\$73,117	93.638	ACA-Transforming Clinical Practice Initiative: Practice Transformation Networks (PTNs)	Department of Health and Human Services Centers for Medicare and Medicaid Services	1L1331455	TRANSFORMING CLINICAL PRACTICES INITIATIVE



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CONTRACT PERIOD: 01/01/2018-12/31/2021

Department of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period		Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
				Start Date	End Date						
718 PHBG TOBACCO PPHF	333.93.75	08/31/18	\$1,675,032	10/01/18	09/30/19	\$40,000	93.758	Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	Department of Health and Human Services Health Centers for Disease Control and Prevention	NB01OT009234	PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT 2018
717 PHBG TOBACCO PPHF	333.93.75	03/09/17	\$1,557,831	01/01/18	09/29/18	\$29,034	93.758	Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	Department of Health and Human Services Health Centers for Disease Control and Prevention	NB01OT00918	PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT
717 EPR HPP BP1 HEALTHCARE SYS PREP	333.93.88	07/18/17	\$4,279,234	01/01/18	06/30/18	\$18,420	93.889	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	NU90TP921889-01	HPP AND PHEP COOPERATIVE AGREEMENT
AN WHITE PART B COVID-19 RESPONSE	333.93.91	05/19/20	\$320,994	01/20/20	12/31/20	\$24,730	93.917	HIV Care Formula Grants	Department of Health & Human Services Administration	6X7CHA368990101	RYAN WHITE HIV/AIDS PROGRAM PART B COVID19 RESPONSE
719 RYAN WHITE SUPP DIRECT SVCS	333.93.91	04/02/18	\$13,631,623	09/30/19	06/30/20	\$109,140	93.917	HIV Care Formula Grants	Department of Health and Human Services Health Resources and Services Administration	5X07HA000832800	RYAN WHITE CARE ACT TITLE I
719 RW HIV PEER NAV PROJ-PROVISO	333.93.91	04/02/18	\$13,631,623	04/01/19	06/30/19	\$14,353	93.917	HIV Care Formula Grants	Department of Health and Human Services Health Resources and Services Administration	5X07HA000832800	RYAN WHITE CARE ACT TITLE I
718 RW HIV PROVIDER CAPACITY-PROVISO	333.93.91	04/02/18	\$13,631,623	04/01/18	03/31/19	\$30,695	93.917	HIV Care Formula Grants	Department of Health and Human Services Health Resources and Services Administration	5X07HA000832800	RYAN WHITE CARE ACT TITLE I
718 RW HIV PEER NAV PROJ-PROVISO	333.93.91	04/02/18	\$13,631,623	04/01/18	03/31/19	\$57,412	93.917	HIV Care Formula Grants	Department of Health and Human Services Health Resources and Services Administration	5X07HA000832800	RYAN WHITE CARE ACT TITLE I
721 MCHBG LHJ CONTRACTS	333.93.99	NGA Not Received	NGA Not Received	10/01/20	09/30/21	\$159,854	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	NGA Not Received	NGA Not Received
720 MCHBG LHJ CONTRACTS	333.93.99	11/14/18	\$2,225,977	10/01/19	09/30/20	\$159,854	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC32578	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT
719 MCHBG LHJ CONTRACTS	333.93.99	11/14/18	\$2,225,977	10/01/18	09/30/19	\$159,854	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC32578	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT
718 MCHBG LHJ CONTRACTS	333.93.99	10/20/17	\$1,650,528	01/01/18	09/30/18	\$119,891	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC31524	MATERNAL AND CHILD HEALTH SERVICES
MA-75 COVID LHJ ALLOCATION	333.97.03	NGA Not Received	NGA Not Received	07/01/20	12/30/20	\$1,096,335	97.036	Disaster Grants-Public Assistance (Presidentially Declared Disasters)	Department of Homeland Security	NGA Not Received	NGA Not Received
<b>TOTAL</b>						<b>\$10,819,504</b>					

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**KITSAP PUBLIC HEALTH DISTRICT**  
**And**  
**PENINSULA COMMUNITY HEALTH SERVICES**

This Professional Services Agreement (“Agreement”) is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Section 9.52 Kitsap County Code, hereinafter referred to as “District,” and Peninsula Community Health Services (PCHS), hereinafter referred to as “Subrecipient.” The parties mutually agree as follows:

1. **Period of Performance:** The period of performance of this Agreement shall begin March 1, 2020 and be completed no later than December 30, 2020, unless terminated sooner or extended as provided for herein.
2. **Purpose:** The District desires to allocate portions of the CARES Funds to the Subrecipient consistent with the Reimbursement requirements for costs incurred in response to the COVID-19 public health emergency. The purpose of this agreement is to reimburse the Subrecipient for COVID-19 testing work in response to the COVID-19 pandemic and in support of the District’s response activities for COVID-19 in Kitsap County. The District agrees to provide the Subrecipient a total sum not to exceed \$118,559.25 on a reimbursement basis upon certification by the Subrecipient that the requests meets reimbursements requirements, if and to the extent Subrecipient’s requests are for costs incurred in response to the COVID-19 public health emergency during the reimbursement period of March 1, 2020 – December 30, 2020.
3. **Qualifications/Eligibility:** Subrecipient shall have the qualifications necessary to successfully complete the objectives of this Agreement. The Subrecipient hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
4. **Budget:** ATTACHMENT A contains the Budget.
5. **Compensation:** This Agreement is funded by federal funds. The District agrees to pay Subrecipient a total sum of \$118,559.25 in federal funds during the Agreement. The District shall reimburse Subrecipient for travel as applicable at the federally approved rate. Compensation will be based on invoices submitted by Subrecipient itemizing a detailed description of services performed per the Budgets set forth respectively in ATTACHMENTS A.  
Subrecipient shall submit a Monthly Expenditure Report and Request for Reimbursement (Form A-19) invoice voucher, hereto attached and herein incorporated as ATTACHMENT B, to the District for payment.
6. **Performance Requirements and Notices:** The assigned District staff shall monitor the performance of this Agreement, approve billings submitted by Subrecipient, and determine the acceptability of any reports provided by Subrecipient. District staff shall provide and facilitate assistance and guidance to Subrecipient as necessary.  
The District reserves the right to conduct periodic performance and billing reviews after the execution of this Agreement in order to evaluate unspent/unclaimed funds. The District reserves for itself the authority to reallocate funding pending the outcome of such a review.  
Subrecipient shall send programmatic communications, such as reports, via the communication method established by the District. Formal notices pursuant to this Agreement shall be sent to the staff responsible for project coordination as follows:

If to the District:

Kitsap Public Health District  
Attn: Jessica Guidry  
345 6<sup>th</sup> Street, Suite 300  
Bremerton, WA 98337  
(360) 728-2267  
[jessica.guidry@kitsappublichealth.org](mailto:jessica.guidry@kitsappublichealth.org)

If to the Subrecipient:

Peninsula Community Health Services  
Attn: Jennifer Kreidler-Moss  
P.O.Box 960  
Bremerton, WA 98337  
(360) 475-6707  
[jkreidler@pchsweb.org](mailto:jkreidler@pchsweb.org)

7. **Special Billing Requirements:** Billings to the District shall be submitted no more frequently than every 30 days. Billings shall be sent to:

Kitsap Public Health District  
Melissa Laird  
345 6<sup>th</sup> Street, Suite 300  
Bremerton, WA 98337  
(360) 728-2283

Authorized and allowable program expenditures will be reimbursed upon receipt and approval of the monthly A-19 must be provided to the District by the 20<sup>th</sup> of each month in order to receive reimbursement for the previous month. If the District does not receive the A-19 by the 20<sup>th</sup> of the month with the required deliverables, the District may withhold approval and payment at its discretion.

The District will pay Subrecipient all allowable costs incurred as evidenced by proper invoice of Subrecipient submitted to the District on a timely basis, insofar as those allowable and allocable costs do not exceed the amount appropriated or otherwise available for such purposes as stated herein or in subsequent amendments.

Backup documentation will be provided to the District with invoice. Backup documentation can include, but is not limited to: receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports. Failure to provide the required information may result in nonpayment of invoices or termination of this Agreement.

This is a subrecipient contract. All expenditures incurred, and reimbursements made for performance under this Agreement will be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this Agreement. Unexpended funds in each fiscal year may not be carried forward into the new budget period unless otherwise approved by the District.

For information in determining allowable costs, indirect rates and pass through agency requirements, such as fiscal monitoring of Subrecipients, please reference the document titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:" (2 Code of Federal Regulation CFR 200).

Email submission of invoices, electronic reports, and deliverables is encouraged. However, original hardcopy of the A-19 is required and shall be mailed to the District. Upon expiration of the Agreement, any claim for payment not already made shall be submitted to the District within 20 days after the expiration date.

8. **Ineligible Costs:** Non-allowable costs include, without limitation, the following: a) expenses for the state share of Medicaid; b) damages covered by insurance; c) payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency; d) expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by states to state unemployment funds; e) reimbursement to donors for donated items or services; f) workforce bonuses other than hazard pay or overtime; g) severance pay; and h) legal settlements.
9. **Independent Capacity:** Subrecipient and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subrecipient and shall not be considered to be employees or agents of the District for any purpose.
10. **Rights in Data:** Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright act of 1976 and shall be owned by the District. Data shall include, but not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.
11. **Indemnification:** Subrecipient shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Subrecipient in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. However, that in the case of negligence of both the District and the Subrecipient, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Solely for the purposes of this provision, Subrecipient waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.
12. **Insurance:** Subrecipient shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, or employees.

**No Limitation.** Subrecipient’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Subrecipient to the coverage provided by such insurance, or otherwise limit the District’s recourse to any remedy available at law or in equity.

#### A. Minimum Scope of Insurance

Subrecipient shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.



2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under Subrecipient's Commercial General Liability insurance policy with respect to the work performed for the District.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Subrecipient's profession. Subrecipient shall provide the District with proof of liability insurance or professional errors and omissions coverage as appropriate.

B. Minimum Amounts of Insurance

Subrecipient shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. Subrecipient's insurance coverage shall be primary insurance as respect the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of Subrecipient's insurance and shall not contribute with it.
2. Subrecipient's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Subrecipient shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Subrecipient before commencement of the work.

1. **Safeguarding of Information and Privacy:** The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as 45 CFR Parts 160 and 164 and any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in

connection with this Agreement shall be used solely for the purposes of this Agreement. Subrecipient agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

Subrecipient agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information. Any unauthorized access or use of confidential information must be reported to the District Privacy Officer at (360) 728-2232. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

The District reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by Subrecipient through this Agreement. The monitoring, auditing, or investigating may include but is not limited to “salting” by the District. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Subrecipient shall certify the return or destruction of all personal information upon expiration of the Agreement.

2. **Records Retention and Inspection:** The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to the inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving that party a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

3. **Required Reports:** Subrecipient will submit required reports using required forms according to procedures issued by the District.

Subrecipient will be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

Subrecipient will include all requirements listed above in all approved subcontracts.

Due dates outside the Budget Period are for reporting only. Subrecipient may not bill for work done outside the Budget Period.

4. **Statutory and Regulatory Compliance:** Subrecipient shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
5. **Compliance with State and Federal Confidentiality Laws:** Subrecipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of RCW 70.02, RCW 42.56, the Health Information Portability and Accountability Act, commonly known as HIPAA, or any regulations enacted pursuant to its provisions. An excerpt of certifications and assurances is herein attached as **ATTACHMENT C**.
6. **Certification Regarding Suspension and Debarment:** Subrecipient, by completing and returning to the District the “Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form,” and completing, signing and returning to the District the “Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion for Lower Tier Covered Transactions” form, (to be supplied to lower tier participants; see **ATTACHMENT D**), certifies that it is not debarred, suspended, or proposed for debarment by any federal agency.
7. **Federal Funding Restrictions and Limitations:** Please see **ATTACHMENT A** for restrictions and limitations.
8. **Suspension of Performance and Resumption of Performance:** In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the District may give notice to Subrecipient to suspend performance as an alternative to termination. The District may elect to give written notice to Subrecipient to suspend performance when the District determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may occur by facsimile or email to Subrecipient’s representative. Subrecipient shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When the District determines that the funding insufficiency is resolved, the District may give Subrecipient written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Subrecipient will give written notice to the District as to whether it can resume performance, and if so, the date upon which it agrees to resume performance. If Subrecipient gives notice to the District that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Subrecipient gives notice it can resume performance is not acceptable to the District, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the District, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

9. **Non-Discrimination:** Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
10. **Waiver:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights

under his Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.

11. **Assignment:** The work to be provided under this Agreement and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the District, which consent shall not be unreasonably withheld.
12. **Amendments and Changes in Work:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.

In the event of any errors or omissions by Subrecipient in the performance for any work required under this Agreement, Subrecipient will make all necessary corrections without additional compensation. All work submitted by Subrecipient will be certified by Subrecipient and checked by Subrecipient for errors and omissions. Subrecipient will continue to be responsible for the accuracy of work even after the work is accepted by the District.

13. **Termination:** This Agreement may be terminated by either party upon giving at least 30 days advance written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
14. **Termination for Cause:** If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved part to the other.
15. **Termination for Funding:** If funding for the Agreement or matter is withdrawn, reduced or limited in any way after the Agreement is signed or becomes effective, the Parties may summarily terminate the Agreement notwithstanding any other termination provision in the Agreement. Termination under his provision will be effective upon the date specified in the written notice of termination. No costs incurred after the effective date of the termination will be paid.
16. **Choice of Law:** This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws, both as to its interpretation and performance. The provisions of this Agreement shall be construed to conform to those laws. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
17. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
18. **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement

which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

- 19. **Survival:** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, but are not necessarily limited to, the following: Indemnification, Termination, Disputes, Confidentiality, Choice of Law, Waiver, Records Inspection and Retention, and Severability.
- 20. **Subcontracting:** Subrecipient shall not enter into subcontracts for any of the work contemplated under his Agreement without prior written approval of the District. In no event shall the existence of the subcontract operate to release or reduce the liability of Subrecipient to the Department for any breach in the performance of Subrecipient’s duties. This clause does not include contracts of employment between Subrecipient and personnel assigned to work under this Agreement.

Subrecipient is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Subrecipient agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the District or as provided by law.

If at any time during the progress of the work, the District determines in its sole judgment that any contractor is incompetent, the District shall notify Subrecipient, and Subrecipient shall take immediate steps to terminate its Subrecipient’s involvement in the work. The rejection or approval by the District of any Subrecipient or the termination of a Subrecipient shall not relieve Subrecipient of any of its responsibilities under the Agreement, nor be the basis for additional charges to the District.

- 21. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

**KITSAP PUBLIC HEALTH DISTRICT**

**PENINSULA COMMUNITY  
HEALTH SERVICES**

By: \_\_\_\_\_  
**Keith Grellner,**  
**Administrator**

By: \_\_\_\_\_  
**Jennifer Kreidler-Moss,**  
**Chief Executive Officer**

Date: \_\_\_\_\_

Date: \_\_\_\_\_


<b>Funding Source</b>
Program: Federal Contract/Grant: DOH Con Con CLH18248 (KPHD 1749)

## KPHS COVID RELIEF GRANT 2020 New Grant Proposal Special Project Budget Form

**Agency Name:** Peninsula Community Health Services      **Project:** KPHD Coved Relief Grant      **Period:** 7/1/2020 - 12/30/2020

Estimated costs associated with project/program	Total Funds		Requested Funds	
	Budget	Percent	Budget	Percent
<b>Personnel</b>				
Managers	\$ -	0%	\$ -	0%
Staff	\$ 95,243.16	81%	\$ 95,243.16	81%
Total Benefits	\$ 6,080.66	5%	\$ 6,080.66	5%
<b>SUBTOTAL</b>	<b>\$ 101,323.82</b>	<b>86%</b>	<b>\$ 101,323.82</b>	<b>86%</b>
<b>Supplies &amp; Equipment</b>				
Equipment	\$ -	0%	\$ -	0%
PPE Supplies	\$ 7,200.00	6%	\$ 7,200.00	6%
Mobile Unit Operating Costs	\$ -	0%	\$ -	0%
<b>SUBTOTAL</b>	<b>\$ 7,200.00</b>	<b>6%</b>	<b>\$ 7,200.00</b>	<b>6%</b>
<b>Administration</b>				
Advertising/Marketing	\$ -	0%	\$ -	0%
Insurance/Bonds	\$ -	0%	\$ -	0%
Postage/Printing	\$ -	0%	\$ -	0%
Training/Travel/Transportation	\$ -	0%	\$ -	0%
Other (Describe):	\$ -	0%	\$ -	0%
<b>SUBTOTAL</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Ongoing Operations &amp; Maintenance</b>				
Custodial Service	\$ -	0%	\$ -	0%
Other: Additional Tablets for Test Site for Surge	\$ 3,540.00	3%	\$ 3,540.00	3%
Other: Patient Education Materials	\$ 4,000.00	3%	\$ 4,000.00	3%
Other: Sanitizer, Wipes, Gloves & Goggles to reduce disease transmission	\$ 2,000.00	2%	\$ 2,000.00	2%
<b>SUBTOTAL</b>	<b>\$ 9,540.00</b>	<b>8%</b>	<b>\$ 9,540.00</b>	<b>8%</b>
<b>Sub-Contracts</b>				
Organization:	\$ -	0%	\$ -	0%
<b>SUBTOTAL</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Other</b>				
Other (Describe): DeMinimis 10% Indirects	\$ -	0%	\$ -	0%
<b>SUBTOTAL</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Total Project Budget</b>	<b>\$ 118,063.82</b>		<b>\$ 118,063.82</b>	

**NOTE: Indirect is 0%**

FORM A 19-1A (Rev. 1/91)		STATE OF WASHINGTON INVOICE VOUCHER	Page A-11			
AGENCY NAME			AGENCY NO.	LOCATION CODE	P.R. OR AUTH NO.	
<b>Kitsap Public Health District</b> <b>Attn: Melissa Laird</b> <b>345 6th St, Suite 300</b> <b>Bremerton, WA 98337-1866</b>			INSTRUCTION TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.  VENDOR'S CERTIFICATE. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age.			
VENDOR OR CLAIMANT (Warrant is to be payable to)			BY _____			
FEDERAL I.D. NO. OR SOCIAL SECURITY NO.			RECEIVED BY _____			
DATE			DATE RECEIVED			
DESCRIPTION			QUANTITY	UNIT	UNIT PRICE	
Services provided in performance of contract			2117			
Billing period: _____ to _____					AMOUNT	
<b>TOTAL DUE:</b>						
PREPARED BY		TELEPHONE NUMBER		AGENCY APPROVAL		
DOC. DATE		PMT DUE DATE		VENDOR NUMBER		
CURRENT DOC. NO.		REF. DOC. NO.		VENDOR MESSAGE   USE TAX		
UBI NUMBER		AMOUNT		INVOICE NUMBER		
REF	DOC	TRANS	M	FUND	MASTER INDEX	
SUF	CODE	D	O	APPN	PROGRAM	
				INDEX	INDEX	
				SUB	SUB	
				OBJ	SUB	
				ORG	WKCLAS	
				INDEX	COUNT	
				ALLOC	CITY	
				UNIT	MOS	
				PRJT	PRJ	
				SUB	PROJ	
				PROJ	PHAS	
ACCOUNTING APPROVAL FOR PAYMENT					DATE	
WARRANT TOTAL					WARRANT NO.	

## **ATTACHMENT C HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Agreement (“Agreement”) is entered into by and between the Kitsap Public Health District (“Covered Entity”) and Peninsula Community Health Services (“Business Associate”).

### **Section I: Purpose**

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

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

### **Section II. Definitions**

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

#### Specific Definitions:

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

### **Section III. Obligations and Activities of Business Associate**

Business Associate agrees to:

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



2. Use appropriate safeguards, and comply with Subpart C of 45 CFR, Part 164 with respect to protected electronic health information and to prevent use or disclosure of protected health information other than as provided for by this Agreement.
3. Report to Covered Entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any security incident of which it becomes aware.

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

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
5. Business Associate agrees to mitigate, to the extent possible, any harmful resulting from use or disclosure of PHI by Business Associate or its agents or subcontractors, in violation of the requirements of this Agreement.
6. Maintain and make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524.

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

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

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

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

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

9. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
10. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

#### **Section IV. Permitted Uses and Disclosures by Business Associate**

1. Business Associate may only use or disclose protected health information as necessary to perform the services as outlined in the underlying agreement.
2. Business Associate is not authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
3. Business Associate may use or disclose protected health information as required by law.
4. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

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

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

## **Section V. Termination**

1. Term. The Agreement shall terminate on June 30, 2021 or on the date Covered Entity terminates for cause, whichever is sooner.
2. Termination for Cause. Business Associate authorizes termination of the Agreement if Covered Entity determines Business Associate has violated a material term of the Agreement and has not cured the breach or ended the violation within the time specified by Covered Entity.
3. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason Business Associate shall return or destroy all protected health information received from Covered Entity, or created or received by Business Associate on behalf of Covered entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the protected health information.

In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

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

## **Section VI. Miscellaneous**

1. A reference in this agreement to a section in the HIPAA Rules means the section as in effect or amended.
2. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law.
3. Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

**FEDERAL COMPLIANCE  
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES**

**In the event federal funds are included in this agreement, added by future amendment(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds as a result of an amendment, the Contractor may be designated as a subrecipient and the effective date of the amendment shall also be the date at which these requirements go**

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the "Payment" section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Compliance and Internal Control Officer  
Office of Financial Services  
Department of Health  
Post Office Box 47901  
Olympia, Washington 98504-7901

- 1. UNIFORM ADMINISTRATIVE GUIDANCE** – The Uniform Administrative Guidance (Supercircular) became effective December 26, 2014 and combines numerous OMB Circulars into one document. This document establishes requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The Uniform Administrative Guidance provides the applicable administrative requirements, cost principles and audit requirements are identified by subrecipient organization type.

*COMPLIANCE MATRIX*

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Non-Profit Organizations	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Hospitals	2 CFR 200 Subpart D	45 CFR 74 Appendix E	2 CFR 200 Subpart F
Colleges or Universities & Affiliated Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F

- 2. CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” must make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.
  
  - 3. CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
  
  - 4. SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Uniform Administrative Guidance (subpart F) as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200 Subpart F
- II. STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

## **CERTIFICATIONS**

### **1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. have not within a 3-year period preceding this contract been convicted of 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 statements, or receiving stolen property;
- C. are not presently indicted 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 contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions* in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

## **2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about
  - i. The dangers of drug abuse in the workplace;
  - ii. The contractor's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- D. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
- i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (ii), with respect to any employee who is so convicted—
- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer  
Office of Grants Management  
WA State Department of Health  
PO Box 47905  
Olympia, WA 98504-7905

### **3. CERTIFICATION REGARDING LOBBYING**

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)**

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.



## **5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

## **6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

**7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

- A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - ii. Have not within a three-year period preceding this contract been convicted of 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 statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - iv. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

**CONTRACTOR'S SIGNATURE IS REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

## FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

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**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the

Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the

Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**CONTRACTOR'S SIGNATURE IS REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

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	<b>INTERAGENCY AGREEMENT for MEDICAID ADMINISTRATIVE CLAIMING</b>	HCA Contract Number: K4648
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**THIS AGREEMENT** is made by and between Washington State Health Care Authority (HCA) and Kitsap Public Health District, (Contractor), pursuant to the authority granted by Chapter 39.34 RCW.

<b>CONTRACTOR NAME</b> Kitsap Public Health District		<b>CONTRACTOR DOING BUSINESS AS (DBA)</b>	
<b>CONTRACTOR ADDRESS</b> 345 6th Street, Suite #300	<b>Street</b>	<b>City</b> Bremerton	<b>State</b> WA <b>Zip Code</b> 98337
<b>CONTRACTOR CONTRACT</b> Keith Grellner	<b>CONTRACTOR TELEPHONE</b> (360) 728 2284	<b>CONTRACTOR E-MAIL ADDRESS</b> keith.grellner@kitsappublichealth.org	


<b>HCA PROGRAM</b> Medicaid Administrative Claiming (MAC)	<b>HCA DIVISION/SECTION</b> Medicaid Programs Operations & Integrity / Community Services
<b>HCA CONTRACT MANAGER NAME AND TITLE</b> Jon Brogger, Medical Assistance Program Specialist	<b>HCA CONTRACT MANAGER ADDRESS</b> Health Care Authority 626 8th Avenue SE PO Box 45530 Olympia, WA 98504-5530
<b>HCA CONTRACT MANAGER TELEPHONE</b> (360) 725-1647	<b>HCA CONTRACT MANAGER E-MAIL ADDRESS</b> jon.brogger@hca.wa.gov

<b>CONTRACT START DATE</b> January 1, 2021	<b>CONTRACT END DATE</b> December 31, 2022	<b>TOTAL MAXIMUM CONTRACT AMOUNT</b> No Maximum
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**PURPOSE OF CONTRACT:**

The purpose of this Contract is to support Medicaid related outreach and linkage activities performed by Local Health Jurisdictions (LHJ) to Washington State residents who live within its jurisdiction. These activities assist residents who have no or inadequate medical coverage, and includes explaining the benefits of the Medicaid program, assisting them in the Medicaid application and renewal processes, and linking them to Medicaid covered services. This Agreement provides a process for partially reimbursing the Contractor for allowable and reasonable expenses associated with the time its staff spend performing Medicaid Administrative Claiming (MAC) activities.

The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by HCA.

<b>CONTRACTOR SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE</b>
<b>HCA SIGNATURE</b> <small>DocuSigned by:</small> 	Annette Schuffenhauer Chief Legal Officer	11/3/2020

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**The following Attachments and Exhibits are attached and are incorporated into this Contract by reference:**



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**Attachments**

Attachment 1: Confidential Information Security Requirements

Attachment 2: Federal Compliance, Certifications, and Assurances

Attachment 3: Federal Award Identification for Subrecipients

Attachment 4: Federal Funding Accountability and Transparency Act Data Collection Form

**Schedules**

Schedule A: Statement of Work (SOW) Medicaid Administrative Claiming Services

## Recitals

This Contract, number K4648 supercedes and replaces contract K3068 in its entirety.

### 1. DEFINITIONS

“**A19-1A Invoice Voucher**” or “**A19**” means the state of Washington Invoice Voucher used by Contractors and vendors to submit claims for payment in return for goods and/or Services provided to Health Care Authority (HCA) or its clients.

“**Activity Code**” or “**Code**” means the code assigned to the daily activities performed by Contractor staff in order to identify the percentage of time spent on any given activity.

“**Administrative Fee**” means the dollar amount charged to a contractor by HCA based on a percentage of each contractor’s billing for Federal Financial Participation (FFP) claimed at the federally approved match rate, to offset HCA’s costs incurred in administering this Contract.

“**Apple Health**” or “**Medicaid**” means the Washington State Medicaid program funded by the federal and state government, which pays for medical coverage for children and adults who meet specific income criteria.

“**Audit**” means an investigation of a contractor’s MAC program and financial information to ensure compliance with state, federal, and local laws.

“**Authorized Representative**” means a person to whom signature authority has been delegated in writing acting within the limits of the person’s authority.

“**Billing Quarter**” means a calendar quarter consisting of three (3) consecutive calendar months beginning with the first date of the calendar quarter during which this Agreement starts. The Contractor shall use Billing Quarters as the time periods for which claims for FFP are made.

“**Breach**” means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

“**Budget Unit**” means the individual contractor eligible to submit a claim for reimbursement to HCA, and includes all of its subunits.

“**Budgeting, Accounting and Reporting System**” or “**BARS**” or “**BARS Manual**” The BARS Manual prescribes accounting and reporting for local governments in accordance with RCW 43.09.200 and found at this website <http://www.sao.wa.gov/local/Pages/BarsManual.aspx>.

“**Business Days and Hours**” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“**Centers for Medicare and Medicaid Services**” or “**CMS**” means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

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**“Centers for Medicare and Medicaid Services School-Based Administrative Claiming Guide”** or **“CMS Guide”** means the document issued by CMS in 2003 and any supplements, amendments, or successor; incorporated herein by reference which provides guidance to States for developing and managing MAC programs.

**“Certified Public Expenditure”** or **“CPE”** means the sources of funds certified as actual expenditures by a local or public governmental entity and used as the State share in order to receive federal matching Medicaid funds, or Federal Financial Participation (FFP).

**“Client”** means an individual served within budget unit or cost center of the Contractor.

**“Code of Federal Regulations”** or **“CFR”** means the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. All references in this Contract to CFR chapters or sections include any successor, amended, or replacement regulation.

**“Cognizant Agency”** means the federal agency responsible for reviewing, negotiating, and approving Indirect Cost Rates.

**“Confidential Information”** means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or Regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

**“Contract”** or **“Agreement”** means the entire written Agreement between HCA and the Contractor, including any exhibits, documents, or materials incorporated by reference. The parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this Contract shall be the same as delivery of an original. Contract and Agreement may be used interchangeably.

**“Contractor”** means Kitsap Public Health District, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing Services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

**“Corrective Action”** or **“Corrective Action Plan”** means the written description of the plan the Contractor will complete in order to correct any finding or deficiency as identified by HCA or government entity.

**“Cost Allocation Plan”** or **“CAP”** means the official document which describes the procedures that states use in identifying, measuring, and allocating state agency costs incurred in support of all

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programs administered or supervised by the state agency. The Cost Allocation Plan makes explicit reference to the methodologies, claiming mechanisms, interagency agreements, and other relevant issues pertinent to the allocation of costs and submission of claims by MAC Contract acts. The Cost Allocation Plan must be reviewed and approved by CMS.

**“CPE Local Match Certification”** means HCA’s form the Contractor must submit with each quarterly invoice to report the source of funds certified as public expenditures and therefore eligible to be used as match for the MAC program.

**“Data”** means information disclosed, exchanged or used by Contractor in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Contract.

**“Direct Charge Method”** means the method of accounting for Direct Costs without a stepdown allocation for single funding sources expenses wholly attributed to the MAC program.

**“Direct Cost”** means an operating expense that is wholly attributable to the MAC program and is not already included in the Indirect Cost Rate.

**“Effective Date”** means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

**“Eligible Participant”** or **“Participant”** or **“RMTS Participant”** means an employee of the Contractor that is in compliance with all federal, state, and HCA regulations including this Contract, the CAP, the Manual, CMS guidance, and any other requirements for participation in the MAC program and whose costs are eligible for claiming their staff time costs for conducting MAC activities.

**“Federal Financial Participation”** or **“FFP”** means the federal payment (or federal “match”) that is available at a rate of 50% for amounts expended by a state “as found necessary by the Secretary for the proper and efficient administration on the state plan” per 42 CFR § 433.15(b)(7). An enhanced FFP rate of seventy five percent (75%) is available for certain SPMP or interpretation administrative costs. Only permissible, non-federal funding sources are allowed to be used as the state match for FFP.

**“Fiscal Coordinator”** means the Contractor’s employee who is assigned to be the liaison between HCA and the Contractor for the accounting purposes of this Agreement. The Contractor may assign the fiscal and RMTS coordinator roles to the same staff if desired.

**“HCA Contract Manager”** means the individual identified on the cover page of this Contract who will provide oversight of the Contractor’s activities conducted under this Contract.

**“Health Care Authority”** or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

**“Indirect Cost”** means an operating expense that is allocated across more than one program.

**“Indirect Cost Rate”** means the ratio, expressed as a percentage, of the Indirect Costs to a Direct Cost base as approved by the Contractor’s Cognizant Agency.

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**“LHJ Coordinator Manual”** or **“Manual”** means the HCA document or its successor including any updates, that describes how the Contractor must manage their MAC program and provides program guidance.

**“Linkage”** means connecting Clients to Medicaid Covered Services.

**“Local Matching Funds”** means the Contractor’s non-federal tax dollars that are not otherwise obligated and are designated or certified to match the FFP rate of reimbursement. This revenue must be in the Contractor’s budget and under the Contractor’s control. These funds cannot be contributed by healthcare providers as Local Matching Funds and Subcontractors cannot certify local match funding. All local match funds must meet CPE requirements.

**“MAC Activity”** or **“Allowable Activity”** or **“Reimbursable Activity”** or **“Claimable Activity”** means an activity that is administrative in nature, and necessary for the proper and efficient administration for the Medicaid state plan which must be in compliance as described in applicable federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement.

**“Medicaid Administrative Claiming”** or **“MAC”** means the source of funding for reimbursements provided in this Agreement shared between the Contractor and the Federal Financial Participation (FFP).

**“Medicaid Covered Services”** means the array of federally required and Washington State legislatively appropriated medical and social services available to Medicaid Clients through the State Medicaid Plan (Apple Health).

**“Medicaid Eligibility Rate”** or **“MER”** means the proportional share of Medicaid individuals to the total number of individuals in the target population (Contractor’s jurisdiction) as defined in the CAP, Manual and this Agreement.

**“Monitoring”** means review of a Contractor’s MAC program to ensure program integrity.

**“Office of Management and Budget”** or **“OMB”** means a division under the Executive Office of the President of the United States.

**“Operating Expense”** means those costs incurred by the Contractor to perform business activities and includes both Direct Costs and Indirect Costs. Only operating expenses necessary to operate the Contractor’s MAC program are allowable for FFP reimbursement.

**“Outreach”** means activities undertaken by the Contractor to inform individuals, families and community members within its jurisdiction about Services available and encourage access to these Services.

**“Overpayment”** means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

**“Position Description”** means a document summary of specific duties and responsibilities assigned to a staff position.

**“Protected Health Information”** or **“PHI”** means individually identifiable information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual, as defined in 45 CFR 160.103. Individually identifiable information is information that

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identifies the individual or about which there is a reasonable basis to believe it can be used to identify the individual, and includes demographic information. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

**“Random Moment Time Study (RMTS)”** or **“System”** or **“Time Study”** means an electronic System that quantifies the daily activities of eligible time study Participants through a statistically valid sampling methodology and allocates allowable participant costs to the MAC program. The System calculates the amount of FFP reimbursement based on the Contractors RMTS results, staff costs, MER, costs and other applicable calculations as described in the CAP, Manual and this Agreement.

**“Regulation”** means any federal, state, or local regulation, rule, or ordinance.

**“RCW”** means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute.

**“RMTS Consortium”** or **“RMTS Consortia”** or **“Consortium”** or **“Consortia”** means a group of Contractors who have organized together based on similar duties their staff perform, organizational structure, type of programs, scope of work, or regional working relationships and will participate in a single time study together in order to achieve statistical validity.

**“RMTS Coordinator”** means an employee of the Contractor who is assigned to be the time study liaison between HCA and the Contractor for purposes of this Agreement. The Contractor may assign the fiscal and RMTS coordinator roles to the same staff if desired.

**“Services”** means all work performed or provided by Contractor pursuant to this Contract.

**“Skilled Professional Medical Personnel”** or **“SPMP”** means an individual who has completed a two-or-more-year program leading to an academic degree or certificate in a medically related profession, demonstrated by possession of a medical license, certificate or other document issued by a recognized National or State medical licensure or certifying organization or a degree in a medical field issued by a college or university certified by a professional medical organization.

**“State Fiscal Year”** or **“SFY”** means a twelve (12) month period beginning on July 1<sup>st</sup> of one calendar year and ending on June 30<sup>th</sup> of the following calendar year. The SFY is broken into four (4) Billing Quarters.

**“State Medicaid Plan”** means the comprehensive written commitment by HCA, submitted under 1902(a) of the Social Security Act and approved by CMS, to administer the Washington State Medicaid program in accordance with federal and state requirements.

**“Statement of Work”** or **“SOW”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is attached as Schedule A.

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**“Subcontract”** means any separate agreement or contract between the Contractor and an individual third party or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

**“Subcontractor”** means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Agreement under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any tier.

**“Subrecipient”** shall have the meaning given in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award.

**“Sub-unit”** means an individual cost center or budget unit within a budget unit (LHJ).

**“Successor”** means any entity or individual which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the first contractor/vendor or any person who succeeds to the office, rights, responsibilities or place of another.

**“USC”** means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute.

## 2. **STATEMENT OF WORK**

Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Schedule “A”

## 3. **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Contract will commence on January 1, 2021, and be completed on December 31, 2022, unless terminated sooner or extended upon written agreement between the parties.

This Contract may be extended through December 31, 2026 in two (2), two (2) year increments and at HCA’s sole discretion. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

## 4. **PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Compensation for Services will be based on the Source(s) of Funds identified below.

4.1. Source of Funds for Administrative Claiming are as follows:

4.1.1. Fifty percent (50%) of funds is received from the United States Department of Health and Human Services under Medical Assistance Program CFDA 93.778; and

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- 4.1.2. Fifty percent (50%) is received from the Contractor's Local Matching Funds.
- 4.2. Source of funds for Administrative Claiming for appropriately documented Skilled Professional Medical Personnel and appropriately documented Interpreter staff Administrative Claiming are as follows:
  - 4.2.1. Seventy-five percent (75%) of funds is received from the United States Department of Health and Human Services under Medical Assistance Program CFDA 93.778; and
  - 4.2.2. Twenty-five percent (25%) is received from the Contractor's Local Matching Funds.
- 4.3. HCA will not issue reimbursement for any quarters where HCA receives credible evidence or suspected evidence of a system failure that has the potential to impact the integrity of the reimbursement request. This includes but is not limited to failures related to the time study, MER calculation, claim calculation, or reconciliation.
  - 4.3.1. HCA will pursue corrective action as needed, and will restore payment after any issues related to the reimbursement request are resolved, and the requested amount is accurate.

**5. BILLING PROCEDURE**

Contractor must submit accurate invoices to the HCA Contract Manager for all amounts to be paid by HCA via e-mail to the HCA Contract Manager email address listed on the cover of this Agreement. Include the HCA Contract number in the subject line of the email.

All invoices submitted must receive approval of the HCA Contract Manager or their designee prior to payment. Approval will not be unreasonably withheld.

Contractor shall only submit invoices for Services or deliverables as permitted by this section of the Contract. The Contractor shall not bill HCA for Services performed under this Contract, and HCA shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for such Services or deliverables.

Contractor must submit properly itemized invoices to include the following information, as applicable:

- a. HCA Contract number K4648;
- b. Contractor name, address, phone number;
- c. Description of Services;
- d. Date(s) of delivery;
- e. Net invoice price for each item;
- f. Applicable taxes;



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- g. Total invoice price; and
- h. Payment terms and any available prompt payment discount.

HCA will return incorrect or incomplete invoices for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.

Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in this Agreement.

In order to receive payment for Services or products provided to a state agency, Contractor must register with the [Statewide Payee Desk](#). Payment will be considered timely if made by HCA within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in its registration.

Upon expiration or termination any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by Contractor within sixty (60) calendar days after the expiration date. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at HCA's sole discretion, and any such potential payment is contingent upon the availability of funds.

## **6. OVERPAYMENTS TO CONTRACTOR**

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 13, *Disputes*.

## **7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by an Authorized Representative of each party.

## **8. SUBCONTRACTING**

8.1. Neither the Contractor nor any Subcontractor shall enter into Subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.

- 8.1.1. Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.

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- 8.1.2. If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- 8.1.3. The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.
- 8.1.4. HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.
- 8.1.5. Contractor is prohibited from entering into Subrecipient Subcontracts for the purpose of participating in the MAC program.

## 9. **SUBRECIPIENT**

### 9.1. General

If the Contractor is a Subrecipient (as defined in 45 CFR 75.2 and 2 CFR 200.93) of federal awards, then the Contractor, in accordance with 2 CFR 200.501 and 45 CFR 75.501, shall:

- 9.1.1. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- 9.1.2. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- 9.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- 9.1.4. Incorporate OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 audit requirements into all agreements between the Contractor and its Subcontractors who are Subrecipients;
- 9.1.5. Comply with any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any successor or replacement Circular or regulation;
- 9.1.6. Comply with the applicable requirements of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, and any successor or replacement Circular or regulation; and
- 9.1.7. Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments

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of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <http://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

## 9.2. Single Audit Act Compliance

If the Contractor is a Subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor will:

- 9.2.1. Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor; and
- 9.2.2. Follow-up and develop corrective action for all audit findings; in accordance with OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, prepare a "Summary Schedule of Prior Audit Findings."

## 9.3. Overpayments

- 9.3.1. If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any Program Agreement, Contractor will refund the full amount to HCA as provided in Section 6, *Overpayments to Contractor*.

## 10. **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent will not be unreasonably withheld.

## 11. **CONTRACT MANAGEMENT**

The Contract Manager for each of the parties, named on the face of this Contract, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Contract Management. Changes in Contract Management shall require an amendment.

## 12. **DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

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**13. DISPUTES**

In the event that a dispute arises under this Agreement, it will be determined by a Dispute Board in the following manner: Each party to this Agreement will appoint one member to the Dispute Board. The members so appointed will jointly appoint an additional member to the Dispute Board. The Dispute Board will review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board will thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board will be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**14. INSURANCE**

HCA certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which is found liable.

The Contractor certifies by signing this Contract that either:

- 14.1. The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable, or
- 14.2. The Contractor maintains the types and amounts of insurance identified below and shall, if requested by HCA; provide certificates of insurance to that effect to the HCA contact on page one of the Agreement.

**14.2.1. General Liability Insurance**

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, HCA, and elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

In lieu of general liability insurance mentioned above, if the Contractor is a sole proprietor with less than three contracts, the Contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of this Contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the Contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, HCA, it's elected and appointed officials, agents, and employees shall be named as additional insureds.

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#### 14.2.2. Business Auto Liability Insurance (BAL)

The Contractor shall maintain a Business Automobile Policy on all vehicles used in the performance of work under this Contract, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide HCA with a waiver of subrogation or name HCA as an Additional Insured.

#### 14.2.3. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions Insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

#### 14.2.4. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and Regulations. The State of Washington and HCA shall not be held responsible for claims filed for Worker's Compensation under Title 51 RCW by the Contractor or its employees under such laws and Regulations.

#### 14.2.5. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport Clients or deliver Services have personal automobile insurance and current driver's licenses.

#### 14.2.6. Subcontractors

The Contractor shall ensure that all Subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under this Contract.

#### 14.2.7. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

#### 14.2.8. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

OR

The Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to HCA upon request.

Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

#### 14.2.9. Evidence of Coverage

The Contractor, upon request by HCA staff, submits a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify HCA as the Certificate Holder. A duly Authorized Representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to the HCA copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the Contract.

The Contractor shall maintain copies of Certificates of Insurance for each Subcontractor as evidence that each Subcontractor maintains insurance as required by the Contract.

#### 14.2.10. Material Changes

The insurer shall give HCA 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give HCA ten (10) days advance written notice of cancellation.

#### 14.2.11. General

By requiring insurance, the State of Washington and HCA do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and HCA in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

### 15. **LEGAL AND REGULATORY COMPLIANCE**

15.1. During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.

15.2. Failure to comply with any provisions of this section may result in Contract termination.

### 16. **NONDISCRIMINATION**

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42

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U.S.C. §12101 et seq., 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under Section 29, *Termination for Cause*, and Contractor may be declared ineligible for further contracts with HCA.

## 17. **PAY EQUITY**

- 17.1. Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job Titles alone are not determinative of whether employees are similarly employed.
- 17.2. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 17.3. Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 17.4. A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 17.5. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

## 18. **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement will be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- 18.1. Applicable state and federal statutes and rules;
- 18.2. Recitals;
- 18.3. Special Terms & Conditions;

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- 18.4. General Terms & Conditions;
- 18.5. Attachment 1: *Confidential Information Security Requirements*;
- 18.6. Attachment 2: *Federal Compliance, Certifications and Assurances*;
- 18.7. Attachment 3: *Federal Award Identification for Subrecipients*;
- 18.8. Attachment 4: *Federal Funding Accountability and Transparency Act Data Collection Form*;
- 18.9. Schedule A, *Statement of Work*; and
- 18.10. Any other provisions of the Agreement, including materials incorporated by reference.

**19. INDEPENDENT CAPACITY**

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

**20. RECORDS MAINTENANCE**

The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and Indirect Costs expended by either party in the performance of the Services described herein. These records will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**21. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by HCA. Data will include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.



**22. CONFIDENTIALITY**

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. Contractor agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's Clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

**23. CONFIDENTIAL INFORMATION PROTECTION**

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information (See Attachment 1: Confidential Information Security Requirements).

**24. RIGHTS OF STATE AND FEDERAL GOVERNMENTS**

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Contract; (iii) the copyright in any work developed under this Contract; and (iv) any rights of copyright to which Contractor purchases ownership under this Contract.

**25. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference will be held invalid, such invalidity will not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**26. FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)**

26.1. This Contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The

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purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

- 26.2. To comply with the act and be eligible to enter into this Contract, Contractor must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If Contractor does not already have one, a DUNS® number is available free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).
- 26.3. Information about Contractor and this Contract will be made available on [www.uscontractorregistration.com](http://www.uscontractorregistration.com) by HCA as required by P.L. 109-282. HCA's Attachment 4: Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Contract and must be completed and returned along with the Contract.

## **27. FUNDING AVAILABILITY**

HCA's ability to make payments is contingent on funding availability. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the Effective Date and prior to completion or expiration date of this Agreement, HCA, at its sole discretion, may elect to terminate the Agreement, in whole or part, or to renegotiate the Agreement subject to new funding limitations and conditions. HCA may also elect to suspend performance of the Agreement until HCA determines the funding insufficiency is resolved. HCA may exercise any of these options with no notification restrictions.

## **28. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties will be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the Effective Date of termination.

## **29. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **30. WAIVER**

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an Authorized Representative of the party and attached to the original Agreement.

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**31. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

**32. SURVIVORSHIP**

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.

**Attachments**

Attachment 1: Confidential Information Security Requirements

Attachment 2: Federal Compliance, Certifications and Assurances

Attachment 3: Federal Award Identification for Subrecipients

Attachment 4: Federal Funding Accountability and Transparency Act Data Collection Form

**Schedules**

Schedule A: Statement of Work (SOW) Medicaid Administrative Claiming (MAC) Services

# Attachment 1

## Confidential Information Security Requirements

### 1. Definitions

In addition to the definitions set out in Section 1, *Definitions*, of this Contract for Medicaid Administrative Claiming (MAC) Services, the definitions below apply to this attachment.

- a. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
  - i. Passwords for external authentication must be a minimum of ten (10) characters long.
  - ii. Passwords for internal authentication must be a minimum of eight (8) characters long.
  - iii. Passwords used for system service or service accounts must be a minimum of twenty (20) characters long.
- b. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- d. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- e. "Transmitting" means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.
- f. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State

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Governmental Network (SGN) is a Trusted System for communications within that Network.

- g. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

## 2. Confidential Information Transmitting

- a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

## 3. Protection of Confidential Information

The Contractor agrees to store Confidential Information as described:

- a. Data at Rest:
- i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- ii. Data stored on Portable/Removable Media or Devices:
- Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
  - HCA's data must not be stored by the Receiving Party on Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:
    1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;

2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
  3. Keeping devices in locked storage when not in use;
  4. Using check-in/check-out procedures when devices are shared;
  5. Maintain an inventory of devices; and
  6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.
- b. Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

#### **4. Confidential Information Segregation**

HCA Confidential Information received under this Contract must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the Contractor, all HCA Confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.

- a. The HCA Confidential Information must be kept in one of the following ways:
  - i. On media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
  - ii. In a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
  - iii. In a database that will contain only HCA Data; or
  - iv. Within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
  - v. When stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate HCA Confidential Information from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this Attachment.

## **5. Confidential Information Shared with Subcontractors**

If HCA Confidential Information provided under this Contract is to be shared with a Subcontractor, the contract with the Subcontractor must include all of the Confidential Information Security Requirements.

## **6. Confidential Information Disposition**

When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).

- a. For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, *Protection of Confidential Information*. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

## Attachment 2

### Federal Compliance, Certifications, and Assurances

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: **Jon Brogger**.
- a. **Source of Funds *Medical Assistance Program***: This Contract is being funded partially or in full through Cooperative Contract number **21-05WA5ADM**, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Catalog of Federal Domestic Assistance (CFDA) number **93.778** in the amount of **no maximum, reimbursement based** on percentages. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K4648**.
  - b. **Period of Availability of Funds *Medical Assistance Program***: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in **21-05WA5ADM** unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
  - c. **Single Audit Act**: Contractor or Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Contractor or Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.
  - d. **Modifications**: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
    1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
      - i. Deviations from the budget and Project plan.
      - ii. Change in scope or objective of the Contract.
      - iii. Change in a key person specified in the Contract.
      - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
      - v. Need for additional funding.
      - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
      - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
    2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
  - e. **Sub-Contracting**: The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
  - f. **Condition for Receipt of Health Care Authority Funds**: Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
  - g. **Unallowable Costs**: The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.



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- h. *Supplanting Compliance: SABG:* If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).
- i. *Citizenship/Alien Verification/Determination:* The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
- j. *Federal Compliance:* The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.
- k. *Civil Rights and Non-Discrimination Obligations:* During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101- 6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

**HCA Federal Compliance Contact Information**

Federal Grants and Budget Specialist Health Care Policy  
 Washington State Health Care Authority  
 Post Office Box 42710  
 Olympia, Washington 98504-2710

II. **CIRCULARS ‘COMPLIANCE MATRIX’** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **Kitsap Public Health District**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

	OMB CIRCULAR		
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

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III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.

- a. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** : The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of 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 statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Contractor or Subrecipient not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

- b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:** The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
    - i. The dangers of drug abuse in the workplace;
    - ii. The contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
  3. Notifying the employee in the statement required by paragraph (1), above, that, as a condition of employment under the contract, the employee will—
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—

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- i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

For purposes of paragraph (V) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

**Legal Services Manager**  
 WA State Health Care Authority  
 PO Box 42700  
 Olympia, WA 98504-2700

- c. **CERTIFICATION REGARDING LOBBYING:** Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative Contracts from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative Contract. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative Contract must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative Contracts EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- d. **CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA):** The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

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- e. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

**The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.**

f. **CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS**

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

**CONTRACTOR SIGNATURE REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name: Keith Grellner	
ORGANIZATION NAME: (if applicable)	DATE

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**Attachment 3****Federal Award Identification for Subrecipients (reference 2 CFR 200.331)**

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Kitsap Public Health District
(ii) Subrecipient's Data Universal Numbering System (DUNS®) unique entity identifier	
(iii) Federal Award Identification Number (FAIN);	21-05WA5ADM
(iv) Federal Award Date (see §200.39 Federal award date);	10/01/2020
(v) Subaward Period of Performance Start and End Date;	01/01/2021 – 12/31/2021
(vi) Amount of Federal Funds Obligated by this action;	No Maximum – Reimbursement based on percentages.
(vii) Total Amount of Federal Funds Obligated to the Subrecipient;	No Maximum – Reimbursement based on percentages.
(viii) Total Amount of the initial Federal Award;	\$2,622,877,000.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official	CMS WA State Health Care Authority Jon Brogger, HCA Contract Manager 626 8th Ave SE; Olympia, WA 98504-5330 jon.brogger@hca.wa.gov
(xi) Catalog of Federal Domestic Assistance (CFDA) Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.778 Medical Assistance Program
(xii) Identification of whether the award is Research & Development; and	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(xiii) Indirect Cost Rate for the Federal award, including if the de minimis rate is charged per §200.414 Indirect (Facilities & Administrative) costs.	

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## Attachment 4

### Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form

This Contract 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 federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).

Required Information about your organization and this contract will be made available on USASpending.gov by HCA as required by P.L. 109-282. As a tool to provide the information, HCA encourages registration with the Central Contractor Registry (CCR) because less data entry and re-entry is required by both HCA and your organization. You may register with CCR on-line at <https://www.uscontractorregistration.com/>.

#### CONTRACTOR

Legal Name	DUNS Number
Principle Place of Performance	Congressional District
3b. City	State
3d. Zip+4	Country

Are you registered in CCR (<https://www.uscontractorregistration.com/>)?  YES (skip to page 2. Sign, date and return)  NO

In the preceding fiscal year did your organization:

Receive 80% or more of annual gross revenue from procurement federal contracts, Subcontracts, grants, loans, sub-grants, and/or cooperative agreements; **and**

\$25,000,000 or more in annual gross revenues from federal procurement contracts, Subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**

The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330

NO (skip the remainder of this section - Sign, date and return)

YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).

Name Of Official	Total Compensation
1.	
2.	
3.	
4.	
5.	

**Note:** "Total compensation" means the cash and noncash dollar value earned by the executive during the sub-recipient's past fiscal year of the following (for more information see 17 CFR 229.402 (c) (2))

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Signature of Contractor Authorized Representative	Date
---------------------------------------------------	------

By signing this document, the Contractor Authorized Representative attests to the information.

**HCA will not endorse the Contractor's sub-award until this form is completed and returned.**

**FOR HEALTH CARE AUTHORITY USE ONLY**

HCA Contract Number: <b>K</b>
Sub-award Project Description (see instructions and examples below)

**Instructions for Sub-award Project Description:**

In the first line of the description provide a title for the sub-award that captures the main purpose of the Subrecipients work. Then, indicate the name of the Subrecipient and provide a brief description that captures the overall purpose of the sub-award, how the funds will be used, and what will be accomplished.

**Example of a Sub-award Project Description:**

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.



## Schedule A

### Statement of Work

The purpose of this Agreement is to support Medicaid related outreach and linkage activities performed by Local Health Jurisdictions (LHJ) to Washington State residents who live within its jurisdiction. These activities assist residents who have no or inadequate medical coverage, and includes explaining the benefits of the Medicaid program, assisting them in the Medicaid application and renewal processes, and linking them to Medicaid covered services. This Agreement provides a process for partially reimbursing the Contractor for allowable and reasonable expenses associated with the time its staff spend performing Medicaid Administrative Claiming (MAC) activities.

The Contractor must provide staff and perform all activities necessary to do the work outlined in this Agreement.

#### 1. Contractor Responsibilities

The Contractor is responsible for monitoring its MAC program to ensure compliance with all applicable laws, regulations and guidelines specific to the MAC program as described in this Agreement and comply with all roles, responsibilities, limitations, restrictions, and documentation requirements described in the CAP, Manual, associated federal and state regulations, and this Agreement. Only expenses that are reasonable and allowable, are permitted for reimbursement. HCA expects the MAC program to be managed similarly to other federal awards and expects the RMTS and Fiscal coordinators to report to, or work closely, with an administrator assigned oversight authority of the LHJ.

The Contractor must:

- 1.1. Provide the necessary staff to perform the allowable MAC activities described in the Cost Allocation Plan (CAP), and perform the work necessary to ensure all applicable laws, regulations and guidelines specific to the MAC program and this Agreement are in compliance including but not limited to:
  - 1.1.1. Code of Federal Regulation (CFR) Title 42 and Title 45;
  - 1.1.2. 1903(w)(6)(A) of the Social Security Act;
  - 1.1.3. Medicaid School-Based Administrative Claiming Guide May 2003;
  - 1.1.4. Revised Code of Washington (RCW);
  - 1.1.5. The LHJ MAC Coordinator Manual;
  - 1.1.6. HCA-approved MAC training documents;
  - 1.1.7. 2 CFR 225 Cost Principles for State, Local, and Indian Tribal Governments;
  - 1.1.8. OMB Compliance Supplements;

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- 1.1.9. Washington State Medicaid Plan; and
  - 1.1.10. Secretary of State (SOS) records retention schedule.
- 1.2. Maintain documentation to support each administrative claim submitted to HCA for reimbursement as required by federal, state, HCA and CMS Regulations, the CAP, the Manual and this Agreement. The documentation must be sufficiently detailed in order to determine whether the activities are necessary for the proper and efficient administration of the Medicaid State Plan and support the appropriateness of the administrative claim.

The Contractor must:

- 1.2.1.1. Maintain all documentation related to staff participation in the RMTS according to section 1902(a)(4) of the Act and 42 CFR § 431.17; see also 45 CFR § 74.53 and 42 CFR § 433.32(a) (requiring source documentation to support accounting records) and 45 CFR § 74.20 and 42 CFR § 433.32(b and c) (retention period for records) and as described in the Medicaid School-Based Administrative Claiming Guide May 2003;
  - 1.2.1.2. Maintain all documentation related to MAC claiming, according to section 1902(a)(4) of the Act and 42 CFR § 431.17; see also 45 CFR § 74.53 and 42 CFR § 433.32(a) (requiring source documentation to support accounting records) and 45 CFR § 74.20 and 42 CFR § 433.32(b and c) (retention period for records) and as described in Medicaid School-Based Administrative Claiming Guide May 2003;
  - 1.2.1.3. Comply with the SOS records retention schedule;
  - 1.2.1.4. Assure all documentation is immediately accessible and available, must be in a useful and readable format, and must be stored electronically within the System at every opportunity as determined by HCA;
  - 1.2.1.5. Provide any and all information and documentation requested by HCA within thirty (30) business days, or within a written, mutually agreed upon time frame; and
  - 1.2.1.6. Submit any Audit related to its MAC program to HCA within thirty (30) business days of receipt of the final report. This includes but is not limited to SAO Audits, OMB Circular Compliance Supplement Audits, Federal Reviews or Federal Audits. The contractor must provide to HCA, any corrective action related to MAC findings and questioned costs within thirty (30) business days of submission.
- 1.3. Abide by all roles, responsibilities, limitations, restrictions, and documentation requirements including but not limited to those described in the CAP, the Manual, and this Agreement.

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- 1.4. Only include staff in the claimed reimbursement (through the RMTS or direct charge method) who are eligible to participate. The Contractor is prohibited from including any staff in the RMTS or the claimed reimbursement unless their job positions comply with the criteria described in the CAP, the Manual, and this Agreement.

Staff who may be eligible to be included in the RMTS or claimed reimbursement must:

- 1.4.1. Not be included in another MAC time study or reimbursement claim;
  - 1.4.2. Be directly employed or contracted by the LHJ, or an HCA approved Subcontractor;
  - 1.4.3. Be reasonably expected to perform MAC related activities;
  - 1.4.4. Have all federal dollars appropriately off-set according to the CAP and Manual;
  - 1.4.5. Not be included in the calculation of an indirect cost rate that is used to calculate FFP reimbursement;
  - 1.4.6. Not include any Federally Qualified Health Clinic (FQHC) staff (or expenses) whose costs are included in the FQHC cost report; and
  - 1.4.7. Be job positions that fit within these job categories: nurses, other medical professionals, other professional classifications, community outreach and linkage classifications, manager/supervisor/administrator classifications, or administrative support classifications as described in the CAP and Manual.
- 1.5. Designate staff for an RMTS Coordinator and a Fiscal Coordinator to be responsible for daily oversight and management of the Contractor's MAC program.
- 1.5.1. The RMTS and Fiscal Coordinator roles may be assumed by one individual if desired.
  - 1.5.2. The Contractor must submit contact information to the HCA Contract Manager for each coordinator, including their assigned role, name, telephone number, fax number, email, and address prior to participation in the MAC program, within seven (7) calendar days of the change.
  - 1.5.3. The Contractor must ensure the Coordinators accurately perform all responsibilities listed in the CAP, the Manual, and this Agreement. Including but not limited to the following:
    - 1.5.3.1. The Coordinators must participate in the monthly statewide coordinator conference calls;
    - 1.5.3.2. The Coordinators must participate in any scheduled RMTS consortium conference calls; and
    - 1.5.3.3. The Coordinators must ensure federal, state, and HCA MAC policies are implemented.
- 1.6. Certify all data entered into the System is true and accurate, and based on actual expenditures incurred during the period of performance of the invoice. This certification

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must be maintained within the System. This includes, but is not limited to: calendaring, Staff/Participant lists, salary and benefits, direct charges or other claimed costs, indirect rate, MER, and any other data used to generate a claim to HCA for reimbursement.

- 1.7. Verify all data that is determined necessary to be stored electronically within the System or other associated websites, or databases as described in the CAP, Manual and this Agreement is physically entered and stored according to the SOS Retention Schedule. This data includes, but is not limited to: calendaring, Staff/Participant lists, salary and benefits, direct charges or other claimed costs, indirect rate, MER, and any other data used to generate a claim to HCA for reimbursement.
- 1.8. Prepare an annual MER proposal to include the MER calculation and formula, the data sources used to determine the MER, the data collection process, the Contractor's monitoring process to ensure accuracy of the MER and any other relevant information.
  - 1.8.1. The proposal must be submitted to HCA no later than December first of each year.
  - 1.8.2. The proposal must be updated and re-submitted if the data source or collection, calculations, or monitoring changes thirty (30) business days prior to the change.
- 1.9. Submit a quarterly CPE certification identifying the revenue account codes as found in the BARS manual with each invoice validating the accuracy of the CPE.
- 1.10. Submit an annual certificate of indirect costs that certifies the accuracy of indirect cost rate proposal submitted to their Cognizant Agency each January.
- 1.11. Certify the accuracy of all data used to determine a quarterly MAC reimbursement by signing the A19 by an Authorized Representative. This certification extends to all RMTS data, MER data and financial data.
- 1.12. Complete a one hundred percent (100%) code review of all RMTS moments to ensure the code and narrative correlate, within forty five (45) calendar days after the end of the quarter.
- 1.13. Finalize and certify the accuracy of the 10% quality assurance review no more than 10 (ten) calendar days after the 10% review is received.
- 1.14. Monitor the RMTS non response rate, identify and take corrective action to resolve any deficiencies in staff responses.
 

Corrective action must:

  - 1.14.1. Be implemented within ten (10) business days; and
  - 1.14.2. Be documented and available to HCA upon request.
- 1.15. Use a System that is statistically valid and in compliance with all state, and federal laws and Regulations whether through a third-party or other means as stated in the CAP.
- 1.16. Not participate in a time study or claiming process for the HCA MAC program with any entity that does not have an executed agreement with HCA.

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- 1.17. Not participate in an RMTS consortium without prior written approval from HCA and express, written approval of the Consortia organization and membership.
  - 1.17.1. If identified as a Lead Agency for the RMTS Consortium, the Contractor must perform the Lead Agency duties described in the CAP and Manual and participate in the current statewide LHJ Steering Committee.
- 1.18. Ensure all interpreter staff have been tested and certified by Washington State Department of Social and Health Services (DSHS) as defined by DSHS. The Contractor is prohibited from claiming the enhanced seventy five percent (75%) rate for any interpretation activities unless:
  - 1.18.1. The staff has been certified by DSHS;
  - 1.18.2. The MAC activities performed are part of the staff's assigned job duties; and
  - 1.18.3. The allowable MAC activity was performed on behalf of children under twenty one (21).
- 1.19. Ensure all Coordinators and Participants have completed and have certified their understanding of the training prior to participating in the MAC program, and annually thereafter. The contractor is prohibited from allowing any staff to participate in the program unless they have completed and have certified their understanding of the training.

The Contractor must:

- 1.19.1. Ensure all Coordinators receive HCA approved training prior to participation;
- 1.19.2. is prohibited from using any training materials without express, written approval from HCA;
- 1.19.3. Ensure all Participants certify completion of the online training before performing any duties within the System or participating in the RMTS;
- 1.19.4. Ensure all Participants fully understand each Activity Code and how to answer moments according to what activity they are doing exactly at the sampled moment;
- 1.19.5. Train all Participants to maintain proper documentation for MAC related activities;
- 1.19.6. Only use training materials that have been approved in writing by HCA; and
- 1.19.7. Track the completion and certification of training within the System, and must be available upon request by HCA.
- 1.20. Comply with all HCA revisions and RMTS/claiming requirements as described in the Manual.
- 1.21. Only use the Activity Codes (or their successor) in the Manual as approved by HCA, for participation in MAC and are responsible for ensuring all Participating Staff understand each code.

## 2. Documentation and Forms

- 2.1. Contractor must use all forms and documentation as outlined in this Contract and within the Manual, including but not limited to the following:
  - 2.1.1. Utilize the RMTS System for the time study and claims calculation;
  - 2.1.2. Utilize the current State of Washington A19-1A Invoice Voucher (A19) produced by the System for submitting quarterly A19s to HCA;
  - 2.1.3. Provide, maintain, and have available all supporting documentation for the time study and claiming in a readable and usable format as required in this Contract and Manual; and
  - 2.1.4. Create and maintain quarterly documents reconciling all costs claimed for each A19.
- 2.2. Submit all Audit reports within thirty (30) calendar days of issuance to HCA including, but not limited to State Auditor Office (SAO) Audits, OMB Circular A-133 Single Audit Guidance, Federal Reviews, or Federal Audits.
  - 2.2.1. Submit to HCA any corrective action related to MAC findings and questioned costs within thirty (30) calendar days of submission.

### 2.3. Maintenance of Records

During the term of any contract and for six (6) years following the termination or expiration of the Contract, the parties must maintain records sufficient to:

- 2.3.1. Document performance of all acts required by any Contract and applicable statutes, Regulations, and rules;
- 2.3.2. Substantiate the Contractor's statement of its organization's structure, tax status, administrative capabilities, and performance;
- 2.3.3. Demonstrate accounting procedures, practices, and records which sufficiently and properly document all invoices, expenditures, and payments;
- 2.3.4. Maintain all documentation related to MAC claiming and staff participation in the RMTS according to section 1902(a) (4) of the Act and 42 CFR 431.17. See also 45 CFR 74.53 and 42 CFR 433.32(a), requiring source documentation to support accounting records, and 45 CFR 74.20 and 42 CFR 433.32(b) and (c), retention period for records, and as described in the Medicaid School-Based Administrative Claiming Guide; and
- 2.3.5. Provide any and all information and documentation as requested by HCA, state and/or federal Auditors and reviewers in a readable and usable format.

### 3. Billing and Claiming

The Contractor must submit invoices for reimbursement to HCA for review and approval within one hundred twenty (120) calendar days following the end of each Billing Quarter. Upon approval, the Contractor must submit a signed A19-1A invoice voucher within thirty (30) calendar days.

- 3.1. Invoices submitted after one hundred twenty (120) calendar days following the end of the Billing Quarter may result in corrective action.
- 3.2. HCA will not offset negative balances against future A19s. The Contractor must immediately remit a check to HCA for any funds requiring repayment.
- 3.3. HCA is not a recovery agent and any overpayments that are at or beyond the one hundred eighty (180) calendar day mark will be turned over to the Office of Financial Recovery (OFR).
- 3.4. HCA will not seek reimbursement for any invoice received after the 23rd month of the two-year federal filing deadline.
  - 3.4.1. Contractor must not bill and HCA must not pay for Services performed under this Contract if the Contractor has charged or will charge another agency of the State of Washington or any other party for the same Services.

### 4. Calculating the FFP and Generating an Invoice

The Contractor is responsible for ensuring all data (including all RMTS and financial data) used to calculate the amount of FFP submitted to HCA for reimbursement is accurate, based on actual expenses incurred during the period of performance, and complies with all federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement. The Contractor must certify the accuracy of all data used to calculate the amount of FFP by an Authorized Representative signing the A19-1A Invoice Voucher (A19). The Contractor must use a System that is statistically valid and in compliance with all state, and federal laws and Regulations whether through a third-party or other means as stated in the CAP to calculate the amount of FFP and generate a claim.

- 4.1. The Contractor must submit invoices to HCA for FFP on a quarterly basis.
- 4.2. All data used to calculate the FFP must be from the same period of service.
- 4.3. All data used to calculate the FFP must be the actual cost/expenditure and not approximated.
- 4.4. The FFP is determined by calculating the total adjusted costs, multiplying these costs by the adjusted RMTS results, and the applicable Medicaid Eligibility Rate (MER), adding any direct charges, and then applying the appropriate FFP rate.
- 4.5. The invoice must be generated within one hundred twenty (120) business days of the end of the quarter and generated based on following five components:
  - 4.5.1. Cost pool construction;
  - 4.5.2. Calculating allowable Medicaid administrative time via the System or direct charge method and documentation;

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- 4.5.3. Calculation and application of the pertinent MER;
  - 4.5.4. Calculation and application of the indirect cost rate; and
  - 4.5.5. Application of the appropriate FFP rate.
- 4.6. Cost Pool Construction
- 4.6.1. The Contractor must comply with all federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement when constructing cost pools.
  - 4.6.2. The Contractor is prohibited from including any unallowable costs in any cost pool.
  - 4.6.3. The Contractor must include all costs used to calculate the FFP reimbursement to one of these six (6) cost pools:
    - 4.6.3.1. Cost Pool 1: MAC SPMP;
    - 4.6.3.2. Cost Pool 2: MAC Non-SPMP;
    - 4.6.3.3. Cost Pool 3a and 3b: Non-MAC;
    - 4.6.3.4. Cost Pool 4: MAC Direct Charge – enhanced;
    - 4.6.3.5. Cost Pool 5: MAC Direct Charge – non-enhanced; and
    - 4.6.3.6. Cost Pool 6: Allocated.
  - 4.6.4. Costs included in the calculation of an indirect cost rate are prohibited from being assigned to any of the six cost pools except by application of the indirect cost rate.
  - 4.6.5. All costs assigned to each cost pool must be allowable and comply with the descriptions in the CAP and Manual.
- 4.7. Calculating Allowable Medicaid Administrative Time
- The Contractor must:
- 4.7.1. Use only the RMTS or the Direct Charge method to calculate the percent of reimbursable time.
  - 4.7.2. Use the RMTS for all eligible staff who are not certified as a Single Cost Objective.
  - 4.7.3. Use the RMTS results produced by the System.
  - 4.7.4. Will not alter the RMTS results and will certify the accuracy of the data by signing the A19 by an authorized Contractor representative.



- 4.7.5. Use only the Direct Charge method for staff who are certified as a Single Cost Objective.
  - 4.7.5.1. These staff are required to document their daily work activities in fifteen (15) minute increments.
    - 4.7.5.1.1. Daily logs must be maintained according to the SOS record's retention schedule.
    - 4.7.5.1.2. All daily logs must have a quarterly summary rolling up all time over the quarter.
  - 4.7.5.2. These staff must complete a single cost objective certification quarterly using an HCA approved form.
  - 4.7.5.3. Each single cost objective staff must be reported individually on the invoice.
  - 4.7.5.4. The invoice must report the name, the actual amount of time spent performing allowable MAC activities, and total dollar amount claimed for reimbursement for each staff.

4.8. Direct Charge for Interpretation Service Contracts

The Contractor may only direct charge for a portion of the Interpretation Service contracts and only for allowable interpretation activities as described in this Agreement.

- 4.8.1. Services direct charged must be for interpretation activities identified as allowable activities within the Manual, the CAP, and this Agreement. The Contractor is prohibited from including any other portion of an Interpretation Services Contract in the calculation for FFP reimbursement.
- 4.8.2. Each interpretation activity must be documented to HCA's satisfaction, in fifteen (15) minute increments, using a patient encounter form that includes, at minimum, the following data elements:
  - 4.8.2.1. Appointment time/duration;
  - 4.8.2.2. Client Name/ID/transaction information;
  - 4.8.2.3. Interpreter Agency;
  - 4.8.2.4. Interpreter Name or Employee ID;
  - 4.8.2.5. Language/communication type;
  - 4.8.2.6. Requestor or nurse name; and
  - 4.8.2.7. The forms must be maintained according to SOS Record's retention schedule.

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- 4.8.3. The above data from all patient encounter forms, except Client Name/ID Information, must be transferred onto a single spreadsheet that is searchable and sortable must be available upon request. When requested, the data will be provided in a readable, usable, mutually agreed upon format.
  - 4.8.4. The invoice must report a summary for each Interpretation Service contract including the names of the interpreting staff, the total amount of time spent performing allowable MAC activities, and total dollar amount claimed for reimbursement.
  - 4.8.5. The Contractor is prohibited from altering the information on the patient encounter forms and certifies the accuracy of the data entered into the spreadsheet and the System by signing the A19 by an Authorized Representative.
- 4.9. Calculation and Application of the Pertinent MER
- 4.9.1. All MERs must be calculated quarterly and match the methodology outlined in the contractor's annual MER proposal.
  - 4.9.2. All MERs must be based on the quarter claimed.
  - 4.9.3. All MAC activities that benefit the Contractors Clients directly and are performed within a program that identifies Clients may use a Client-based MER as described in the CAP and Manual.
  - 4.9.4. All MAC activities that benefit the Contractors Clients directly and are performed within a program that operates a primary care or specialty clinic may use a clinic-based MER as described in the CAP and Manual.
  - 4.9.5. All MAC activities that benefit a larger population in the geographical region served by the Contractor, or in programs that do not identify Clients or collect demographic data may use the modified county-wide MER.
  - 4.9.6. The Contractor is required to collect and maintain demographic data used to determine Medicaid enrollment for all Clients served within budget units whose costs are included in the FFP reimbursement. The Contractor is prohibited from including clients from any budget unit that is not allowable within the MAC program.
- 4.10. Demographic Data Requirements for the Client MER:
- 4.10.1. All data related to Medicaid enrollment and the MER must be maintained according to the SOS records retention schedule.
  - 4.10.2. The information collected must be sufficiently detailed to determine Medicaid enrollment through HCA's ProviderOne System.
  - 4.10.3. The information must be entered in the Contractor's Client information System or data base.
  - 4.10.4. The Contractor must produce a single electronic list of all unduplicated Clients served over the quarter within thirty (30) business days of the end of the quarter.

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- 4.10.5. The Contractor is prohibited from including the same Client more than once (duplicating) on the quarterly list.
- 4.10.6. The Contractor must submit the quarterly list to either their third party System operator or other System operator which calculates the Client-based and clinic-based MER.

4.11. Calculation and Application of the Indirect Cost Rate

All indirect cost rates must be developed in accordance with all applicable regulations and guidelines including the 2 CFR Chapter I, Chapter II, part 200, et al (OMNI Circular).

The Contractor will ensure the following:

- 4.11.1. Have an indirect cost rate proposal approved by their Cognizant Agency;
- 4.11.2. Certify the accuracy of the indirect cost rate annually using HCA form 02-568 Certificate of Indirect Costs;
- 4.11.3. Verify all costs submitted to HCA for reimbursement are not duplicated through the indirect rate or any other mechanism; and
- 4.11.4. The Contractor is prohibited from requesting duplicate FFP for any cost.

4.12. Application of the Appropriate FFP Rate

The Contractor is:

- 4.12.1. Permitted to claim seventy five percent (75%) enhanced FFP only for specific allowable MAC activities accurately reported to SPMP or Interpretation Activity Codes as described in the Manual;
- 4.12.2. Required to verify the accuracy of activities reported to Activity Codes 12b and 7d;
- 4.12.3. Prohibited from claiming seventy five percent (75%) FFP for any other activities.
- 4.12.4. Permitted to claim fifty percent (50%) for all other accurately reported MAC Activity Codes; and
- 4.12.5. Required to certify the accuracy of the FFP claimed for reimbursement by signing the A19.

4.13. Certified Public Expenditures

The MAC invoice must document that there are adequate non-federal funds to support the costs of allowable MAC activities and be used as CPE.

The Contractor is:

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- 4.13.1. Prohibited from using any source of funds that do not comply with federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement as CPE;
- 4.13.2. Required to certify all sources of funds used as for CPE are accurate, allowable, and in compliance with all federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement quarterly by completing a Certified Public Expenditure Local Match Certification quarterly and by signing the A19;
- 4.13.3. Required to use the Budgeting, Accounting and Reporting System (BARS manual) prescribed accounting and reporting for local governments to identify and document the revenue account codes for all local matching funds reported as CPE;
- 4.13.4. Required to ensure the source of all CPE funds are not federal tax money and are not used as a match for federal money (by the Contractor or any other agency);
- 4.13.5. Only permitted to use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended or services provided under this Agreement;
- 4.13.6. Required to have funds available for MAC activities and the funds must be within the Contractor's control and budget;
- 4.13.7. Prohibited from using provider-related donations or impermissible health care related tax source for CPE;
- 4.13.8. Prohibited from using any private donations or non-public funds as a source for CPE without authorization from CMS' Center for Medicaid and State Operations' National Institutional Reimbursement Team (NIRT);
- 4.13.9. Prohibited from requiring or allowing private non-profits to participate in the financing of the non-federal share of expenditures;
- 4.13.10. Prohibited from allowing non-governmental units to voluntarily provide, or be contractually required to provide, any portion of the non-federal share of the Medicaid expenditures;
- 4.13.11. Prohibited from using funds payable under this Agreement for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Agreement shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of a state or federal agency, or an officer or member of any state or federal legislative body or committee regarding the award, amendment, modification, extension, or renewal of a state or federal contract grant;
- 4.13.12. Required to expend the total computable cost to Subcontractors for performance of allowable MAC activities;
- 4.13.13. Prohibited from submitting a request for FFP reimbursement to HCA until they have actually incurred the total computable cost; and

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- 4.13.14. Prohibited from requiring the Subcontractor to provide the non- federal share of the payment, or return any portion of the total computable cost to the Contractor.

#### 4.14. Revenue Offset

Federal or other unallowable funds that paid for MAC activities must be offset in the MAC invoice.

The Contractor is:

- 4.14.1. Prohibited from submitting a request for FFP reimbursement to HCA unless all funds are appropriately offset according to all federal, state, HCA and CMS Regulations, the CAP, Manual and this Agreement;
- 4.14.2. Required to certify the accuracy of the funds that are offset and the accuracy of the requested FFP reimbursement by signing the A19;
- 4.14.3. Required to ensure there is no duplication in FFP reimbursement between programs or cost objectives;
- 4.14.4. Financially responsible for repayment of any duplicated funds;
- 4.14.5. Required to provide documentation that Coordinators have been trained and fully understands the scope of work and terms of each funding source; and
- 4.14.6. Required to perform an assessment to determine whether each cost objective contained within the MAC budget unit(s) has potential to overlap with MAC;
- 4.14.7. The Contractor is prohibited from using any source of funds contained within the MAC budget unit until they have been assessed and determined appropriate;
- 4.14.8. The Contractor must complete the assessment as frequently as necessary to ensure proper allocation of cost, but at least annually and must be available upon request.
- 4.14.9. If the assessment determines any portion of the scope of work overlaps with MAC activities, the entire cost objective is deemed to overlap and is prohibited from being used as CPE; and
- 4.14.10. Required to identify costs that must be offset, and verify the remaining net costs are allowable for inclusion in the MAC program and eligible for FFP reimbursement.

## 5. Skilled Professional Medical Personnel (SPMP) Requirements

Contractor staff who have completed a two-or-more-year program leading to an academic degree or certificate in a medically related profession, demonstrated by possession of a medical license, certificate or other document issued by a recognized National or State medical licensure or certifying organization, or a degree in a medical field issued by a college or university certified by a professional medical organization are eligible for a seventy five percent (75%) enhanced

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reimbursement for specific MAC activities. Years of experience in the administration, direction, or implementation of the Medicaid program is not considered the equivalent of professional training in a field of medical care. The Contractor is permitted to perform SPMP activities as directed by HCA's Chief Medical Officer (CMO) to assist in achieving HCA's goals and administering the Medicaid State Plan.

The Contractor must:

- 5.1. Monitor and ensure that FFP reimbursement for SPMP activities are in compliance with all federal, state, HCA and CMS Regulations, the CAP, Manual and this Agreement. Federal requirements include 42 CFR § 432.2, 432.45, 432.50, and 433.15.
- 5.2. Have all forms and documents supporting the designation of an SPMP entered into the System and retained according to the SOS record's retention schedule.
- 5.3. Not, and is prohibited from, requesting seventy five percent (75%) enhanced reimbursement for:
  - 5.3.1. Any staff who are not certified as an SPMP, as stated above;
  - 5.3.2. Any staff whose position descriptions do not require certified SPMP duties or responsibilities;
  - 5.3.3. Any staff who are not directly employed by the Contractor;
  - 5.3.4. Medical assistance expenditures;
  - 5.3.5. Any SPMP activities that are not directed by HCA's CMO and explicitly described in this Agreement (All other allowable MAC activities performed by an SPMP are eligible for 50% FFP); and
  - 5.3.6. Any activities that are not directly related to the administration of the State Medicaid plan.
- 5.4. Contribute to a quarterly SPMP report as needed by HCA and/or WSALPHO. Provide details and additional information needed for the report as requested by HCA and/or WSALPHO, within a mutually agreed upon time frame.
- 5.5. Participate in program planning and policy development meetings as requested by HCA.
  - 5.5.1. The meetings will include discussions related to, but not limited to, reviewing the SPMP reports and related topics or the effectiveness of the activities performed in support of HCA's goals and the Medicaid State Plan.
- 5.6. Comply with any changes to the allowable SPMP activities as directed by the CMO.
  - 5.6.1. Failure to comply with CMO directives may result in termination of SPMP participation in the MAC program.
- 5.7. Monitor and ensure that all activities reimbursed at the seventy five percent (75%) enhanced FFP are in support of the Medicaid State Plan and fall within the categories

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below. All other allowable MAC activities performed by an SPMP are eligible for fifty percent (50%) FFP.

- 5.8. Comply with any changes to allowable SPMP activities as directed by the CMO that may include, but is not limited to the following:
  - 5.8.1. Clinical consultation with medical providers regarding best practices and adequacy of medical care covered by Medicaid. Includes, but is not limited to the following areas:
    - 5.8.1.1. Pediatric immunization issues;
    - 5.8.1.2. Access to Baby and Child Dentistry (ABCD) Emerging treatment/therapies for high risk populations;
    - 5.8.1.3. Coordination of Medicaid-covered medical services for medically at-risk populations;
    - 5.8.1.4. Medically fragile children;
    - 5.8.1.5. High risk pregnant women;
    - 5.8.1.6. Homeless individuals; and
    - 5.8.1.7. Individuals with multiple medical conditions.
  - 5.8.2. Case staffing on the medical aspects of cases requiring Medicaid-covered services including:
    - 5.8.2.1. Medically involved children in foster care;
    - 5.8.2.2. High risk pregnant women; and
    - 5.8.2.3. Individual with communicable diseases requiring extraordinary/non-standard medical care.
  - 5.8.3. Planning and coordination with local medical providers to facilitate earlier referrals and treatment for high-risk populations including but not limited to the following:
    - 5.8.3.1. Children in foster care;
    - 5.8.3.2. Homeless individuals; and
    - 5.8.3.3. Children with developmental delays or behavioral challenges.
  - 5.8.4. Providing medical consultation to the state regarding the Medicaid state plan including the following:
    - 5.8.4.1. Consultation with medical providers to improve birth outcomes for Medicaid children; and

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- 5.8.4.2. Consultation with school personnel to improve health outcomes for children exhibiting developmental delays or behavioral challenges due to medical condition, family stress, or other factors.
- 5.8.5. Pediatric immunizations including but not limited to:
  - 5.8.5.1. Clinical consultation with providers concerning strategies to improve rates for pediatric immunizations.
- 5.9. Corrective Action Plan
- 5.10. HCA will pursue a Corrective Action Plan if a Contractor fails to meet any MAC program requirements described in the Cost Allocation Plan, Manual, this Agreement, or as determined by HCA. HCA will require a Corrective Action Plan if the Contractor fails to address or correct any problems sufficiently and in a timely manner, as determined by HCA.
  - 5.10.1. In the event HCA determines that the Contractor has failed to comply with the terms and conditions of this Contract, HCA will notify the Contractor in writing of the need to take corrective action.
  - 5.10.2. The Contractor must develop and submit a Corrective Action Plan to HCA for approval within thirty (30) calendar days of HCA's notification.
    - 5.10.2.1. If corrective action is not taken within the time period agreed to by both parties in writing, the Contract may be terminated per Section 29, *Termination for Cause*.
  - 5.10.3. If the Contractor fails to meet the requirements outlined in the Corrective Action Plan, HCA may impose remedial actions including, but not limited to:
    - 5.10.3.1. Conducting more frequent reviews;
    - 5.10.3.2. Delaying or denying payment of MAC claims;
    - 5.10.3.3. Recouping of funds; or
    - 5.10.3.4. Terminating the Contract.
  - 5.10.4. Other Contractor actions that may result in HCA remedial actions include, but are not limited to:
    - 5.10.4.1. Repeated and/or uncorrected errors in financial reporting;
    - 5.10.4.2. Failure to maintain adequate documentation;
    - 5.10.4.3. Failure to cooperate with state or federal staff;
    - 5.10.4.4. Failure to provide accurate and timely information to state or federal staff as required;



- 5.10.4.5. Failure to meet time study minimum response rates;
- 5.10.4.6. Failure to meet statistical validity requirements; and
- 5.10.4.7. Failure to comply with the terms and conditions of this Agreement.

## **6. Minimum Response Rate and Non-Responses**

Non-responses are moments not completed by Participant within five (5) business days, with the exception of expired moments where the Participant was on paid or unpaid leave. The return rate of valid responses for the RMTS must be a minimum of eighty five percent (85%). The following remedial action is required of the Contractor if the RMTS response rate drops below eighty five percent (85%).

- 6.1. Non-response rates greater than fifteen percent (15%):
  - 6.1.1. HCA may send written notification to the Contractor requesting a Corrective Action Plan to ensure a minimum eighty five percent (85%) compliance rate for the RMTS is achieved in subsequent quarters.
  - 6.1.2. The Contractor must develop and submit the plan to HCA for approval within thirty (30) business days of HCA's notification.
  - 6.1.3. Failure to provide a timely Corrective Action Plan within thirty (30) business days may result in the Contractor being prohibited from participation in MAC for the following quarter or Contract termination; and
  - 6.1.4. An eighty five percent (85%) compliance rate for the RMTS must be met in the following quarter.
- 6.2. Non-response rates greater than fifteen percent (15%) for two (2) consecutive quarters:
  - 6.2.1. HCA may reduce reimbursement by thirty five percent (35%) for the second consecutive quarter.
  - 6.2.2. The Contractor will be notified via Certified Mail of the reduced reimbursement; and
  - 6.2.3. Eighty five percent (85%) compliance rate for the RMTS must be met in the following quarter.
- 6.3. Non-response rates greater than fifteen percent (15%) for three (3) consecutive quarters:
  - 6.3.1. HCA may deny all reimbursement for the third consecutive quarter;
  - 6.3.2. The Contractor may be prohibited from participating in MAC for the following quarter, which is the fourth consecutive quarter;
  - 6.3.3. The Contractor will be notified via certified mail of the denied reimbursement for the third (3<sup>rd</sup>) consecutive quarter and prohibited participation in the MAC program;
  - 6.3.4. The Contractor may not claim any denied or withheld reimbursement;

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- 6.3.5. The Contractor may resume participation in the MAC program following the prohibited quarter (5<sup>th</sup> consecutive quarter); and
- 6.3.6. The Contract may be terminated if the eighty-five percent (85%) compliance rate is not met after the Contractor resumes claiming.

## 7. Administrative Fee

HCA charges MAC contractors an Administrative Fee to offset HCA's costs for the administration of the MAC program. The rate is based on the costs associated with the staff effort spent on MAC related work for an entire State Fiscal Year (SFY) and is billed as a line item on the quarterly claim form A-19-1A submitted by the MAC contractor. This cost is divided by the dollar amount of administrative claims submitted by the participating contractors in the MAC program for the same SFY. The calculated rate is used on the claims for the subsequent SFY. At the end of the period, the rate used will be validated using the actual claimed expenditures for that period and any variances will be settled with the contractor during the second quarter of the new SFY.

## 8. HCA Responsibilities

Health Care Authority is responsible for performing oversight of the Contractor's MAC program to ensure the effective administration of the MAC program and complying with all roles, responsibilities, limitations, restrictions, and documentation requirements described in the CAP, Manual, and this Agreement.

Including but not limited to the following:

- 8.1. Maintain oversight of the Contractor's MAC program and monitoring activities including review of all components of the time study, claiming, training, or anything MAC related.
- 8.2. Direct the MAC activities reimbursable at the enhanced seventy five percent (75%) rate for all Skilled Professional Medical Personnel (SPMP) participating in the Contractor's MAC program.
- 8.3. Review the Contractor's monitoring activities to ensure monitoring is occurring and any identified issues are addressed as deemed appropriate by HCA.

This will include but is not limited to the following:

- 8.3.1. Review of time study responses;
- 8.3.2. Accuracy of coding;
- 8.3.3. Appropriateness of code changes; Sufficiency of backup documentation; and
- 8.3.4. Non-response rates.
- 8.4. Verify the Contractor has entered all necessary data into the System and verify all data entered was certified by the Contractor as accurate.
- 8.5. Review all claimed costs prior to issuing reimbursement to ensure they are allowable, reasonable, and are supported by documentation that is sufficiently detailed to permit

KPHD 2118

HCA, CMS, or others to determine whether the costs are necessary for the proper and efficient administration of the state plan. This includes but is not limited to; source documentation of staff costs, operating expenses, and subcontracted vendor costs.

- 8.6. Review the RMTS Consortia organization and membership, including the Lead Agency identified, annually and issuing an official notice of approval or denial.
- 8.7. Review all MAC related training materials prior to their use in the MAC program and issuing an official notice of approval or denial. This includes multimedia video, audio, digital, or other electronic sources, and paper based training materials.
- 8.8. Evaluate RMTS and claiming data prior to issuing quarterly reimbursements to ensure the RMTS results and claimed costs are appropriate according to all applicable laws, Regulations and guidelines specific to the MAC program. This evaluation will also be used to identify trends, best practices for the MAC program, quality assurance, training needs, areas in need of improvement, or other concerns related to the MAC program and HCA's oversight responsibilities.
- 8.9. Issue corrective action plans as necessary and determined by HCA's oversight capacity that includes but is not limited to, quarterly reviews of RMTS and claiming data, the Contractor's failure to be in compliance with all applicable laws, Regulations and guidelines specific to the MAC program and this Agreement, or other quality assurance needs.
- 8.10. Produce and update the CAP, Manual, Contracts, training materials, or other MAC related documentation as needed and make it available to the Contractor.

### Certificate Of Completion

Envelope Id: 76B32C777AF34FE58A9169BBCA1873BB	Status: Sent
Subject: Please DocuSign: LHJ MAC Restatements K4648	
Source Envelope:	
Document Pages: 60	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Julia Bang
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	626 8th Ave SE
	Olympia, WA 98501
	julia.bang@hca.wa.gov
	IP Address: 147.55.199.234

### Record Tracking

Status: Original	Holder: Julia Bang	Location: DocuSign
11/3/2020 2:47:15 PM	julia.bang@hca.wa.gov	

### Signer Events

Rachelle Amerine  
 rachelle.amerine@hca.wa.gov  
 Contracts Administrator  
 CloudPWR OBO Washington State Health Care Authority-Sub Account  
 Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
 71E17FE8BC774E7...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 147.55.199.233

### Timestamp

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 Viewed: 11/3/2020 3:17:03 PM  
 Signed: 11/3/2020 3:17:10 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Keith Grellner  
 keith.grellner@kitsappublichealth.org  
 Security Level: Email, Account Authentication (None)

Sent: 11/3/2020 3:17:14 PM  
 Resent: 11/9/2020 9:57:58 AM  
 Resent: 11/17/2020 6:33:43 AM  
 Viewed: 11/18/2020 9:36:43 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/18/2020 9:36:43 AM  
 ID: 870a5e87-da97-44f3-bd8e-4e1bc54669c7

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Jon Brogger  
 jon.brogger@hca.wa.gov  
 Security Level: Email, Account Authentication (None)

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 Viewed: 11/3/2020 3:18:02 PM

**Electronic Record and Signature Disclosure:**

**Carbon Copy Events** <sup>KPHD-2118</sup> **Status** **Timestamp**

Not Offered via DocuSign

Cassie Bryden  
cassie.bryden@hca.wa.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

HCA Financial Services  
FINANCIALSVC@HCA.WA.GOV  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jon Brogger  
jon.brogger@hca.wa.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events** **Signature** **Timestamp**

**Notary Events** **Signature** **Timestamp**

**Envelope Summary Events** **Status** **Timestamps**

Envelope Sent	Hashed/Encrypted	11/3/2020 2:51:17 PM
Certified Delivered	Security Checked	11/18/2020 9:36:43 AM

**Payment Events** **Status** **Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CloudPWR OBO Washington State Health Care Authority-Sub Account (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact CloudPWR OBO Washington State Health Care Authority-Sub Account:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [todd.stone@hca.wa.gov](mailto:todd.stone@hca.wa.gov)

**To advise CloudPWR OBO Washington State Health Care Authority-Sub Account of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [todd.stone@hca.wa.gov](mailto:todd.stone@hca.wa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from CloudPWR OBO Washington State Health Care Authority-Sub Account**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [todd.stone@hca.wa.gov](mailto:todd.stone@hca.wa.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with CloudPWR OBO Washington State Health Care Authority-Sub Account**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [todd.stone@hca.wa.gov](mailto:todd.stone@hca.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CloudPWR OBO Washington State Health Care Authority-Sub Account as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CloudPWR OBO Washington State Health Care Authority-Sub Account during the course of your relationship with CloudPWR OBO Washington State Health Care Authority-Sub Account.



New or Renewed Contracts for the Period of 10/01/2020 through 10/31/2020

KPHD Contract ID	KPHD Program	Contract Type	Contract Length	KPHB Approved	Contract Amount	Signed Date	Start Date	End Date	Client Contract ID
<b>Active (6 contracts)</b>									
<b>Clallam County Department of Health and Human Serv</b>									
ID: 2096	Community Health, Dana Bierman	Interlocal/Interagency	Closed	09/01/20	\$18,500.00	10/06/20	07/01/20	06/30/21	
Description: The District requires the expertise of this Contractor to develop and implement tobacco and vapor intervention strategies to prevent and reduce tobacco and vapor use by youth in Clallam County. The source of these funds are pass-through moneys from the state.									
<b>DOH, Washington State</b>									
ID: 2107	Administration, Keith Grellner	Amendment	Closed	10/06/20	\$1,353,058.00	10/06/20	01/01/18	12/31/20	CLH18248
Description: Defines the joint and cooperative relationship and planning efforts between KPHD and DOH. The contract and all statements of work contained are intended to implement applicable objectives under the Public Health Improvement Plan and facilitate the delivery of public health services to the people of Washington.									
Initial funding = 1,353,058									
Amendment 1 + 63,249 = \$1,416,297									
Amendment 2 + 282,634 = \$1,698,931									
Amendment 3 + 578,009 = \$2,276,940									
Amendment 4 + 608,902 = \$2,885,842									
Amendment 5 + 57,258 = \$2,943,100									
Amendment 6 + 285,691 = \$3,228,791									
Amendment 7 +16,800 = \$3,245,591									
Amendment 8 + 151,537 = \$3,397,128									
Amendment 9 + 1,320,224 = \$4,717,352									
Amendment 10 + 921,764 = \$5,639,116									
Amendment 11 + 66,060 = \$5,705,176									
Amendment 12 + 11,500 = \$5,716,677									
Amendment 13 + 5,800 = \$5,722,477									
Amendment 14 +650,000 = \$6,372,477									
Amendment 15 +16,075 = \$6,388,522									
Amendment 16 +804,922 = \$7,193,474									
Amendment 17 +7,247,806 = \$14,441,280									
<b>Northwest Laboratory</b>									
ID: 2110	Public Health Emergency Preparedness and Response, Jessica Guidry	Agreement	Open Ended			10/12/20	10/05/20	10/04/21	
Description: To act as our laboratory for our County COVID-19 testing sites.									
Auto renew after one year unless terminated.									
<b>Olympic College</b>									
ID: 2105	Community Health, Yolanda Fong	Affiliation Agreement	Closed			10/05/20	10/05/20	10/04/25	
Description: For Training Site(KPHD), which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for College's students who are enrolled in its program (the "education program").									
<b>Olympic Educational Service District</b>									



New or Renewed Contracts for the Period of 10/01/2020 through 10/31/2020

KPHD Contract ID	KPHD Program	Contract Type	Contract Length	KPHB Approved	Contract Amount	Signed Date	Start Date	End Date	Client Contract ID
<b>ID: 2106</b>	Community Health, Yolanda Fong	Contract for Services	Closed	10/06/20	\$54,750.00	10/13/20	11/01/20	10/31/21	
<i>Description: The District to provide services, training, and technical assistance appropriate to the needs of Head Start, ECEAP, and Early Head Start staff and enrollees, including public health nurse support to the Early Head Start home-based services to 44 eligible families.</i>									
<b>University of Massachusetts Amherst</b>									
<b>ID: 2103</b>	Community Health, Yolanda Fong	Affiliation Agreement	Closed			10/07/20	10/07/20	10/06/23	
<i>Description: Clinical training affiliation agreement</i>									

**Kitsap Public Health Board Meeting**  
**Date: December 1, 2020**

**CONSENT AGENDA ITEM: Warrant and Electronic Fund Transfer (EFT) Registers**

**Approvals:**

	Signature	Date
Health Officer		11/25/20
Finance Manager		11/25/2020

**Recommended Motion:** Approval

**Items:**

Type	Warrant/EFT Date	Beginning_Warrant	Ending_Warrant	Total Amount
Accounts Payable	10/5/2020	3808390	3808401	\$ 68,523.30
Accounts Payable	10/6/2020	3808334		168.38
Accounts Payable	10/6/2020	DD111224	DD111231	17,354.67
Accounts Payable	10/12/2020	3808999	3809004	7,885.67
Accounts Payable	10/13/2020	DD111516	DDD111524	6,582.97
Accounts Payable	10/15/2020	3809029	3809034	33,995.78
Accounts Payable	10/15/2020	DD111563	DD111564	6,496.99
Accounts Payable	10/19/2020	3809241	3809255	39,603.45
Accounts Payable	10/20/2020	UNAVAILABLE	UNAVAILABLE	13,230.92
Accounts Payable - Vital Stats transfer	10/23/2020	R00098120	R00098120	60,725.00
Accounts Payable - Transfer	10/26/2020	3809663	3809674	31,153.98
Accounts Payable	10/27/2020	DD111898	DD111907	1,834.67
Accounts Payable-Benefit Warrants	10/30/2020	3809814	3809825	125,976.14
Accounts Payable-Benefit Warrants	10/30/2020	DD111961	-	9,499.42
<b>Accounts Payable Total</b>				<b>\$ 423,031.34</b>
Payroll PERS Payment (September)	10/14/2020	N/A	N/A	124,406.73
Payroll Taxes	10/31/2020	N/A	N/A	160,254.66
Payroll	10/31/2020	N/A	N/A	425,433.91
<b>Payroll Total</b>				<b>\$ 710,095.30</b>
			<b>Grand Total</b>	<b>\$ 1,133,126.64</b>

**Kitsap Public Health Board Action:**

- Approve
- Deny
- Table / Continue

	Signature	Date
Kitsap Public Health Board Chair		

WARRANTS BY DEPARTMENT  
A/P USE THIS REPORT FOR SORTING  
WARRANTS & GIVE TO IND DEPARTMT

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
00969 Kitsap Public Health Di	95969 17992	DELL MARKETING L.P. (CHIC		1604246	001	3808390	PK	10/05/20	20,107.95
Warrant 3808390 total									20,107.95
	339396	GIUNTOLI, PAUL		1604205	001	3808391	PK	10/05/20	32.78
Warrant 3808391 total									32.78
	369036	ONE TIME PAYMENT		1604248	001	3808392	PK	10/05/20	580.00
Warrant 3808392 total									580.00
	16054	KITSAP COUNTY DEPT OF ADM		1604249	001	3808393	PK	10/05/20	25,396.00
Warrant 3808393 total									25,396.00
	10699	KITSAP COUNTY INFORMATION		1604250	001	3808394	PK	10/05/20	2,890.66
Warrant 3808394 total									2,890.66
	434006	O'BRIEN, MELISSA		1604213	001	3808395	PK	10/05/20	63.42
Warrant 3808395 total									63.42
	369036	ONE TIME PAYMENT		1604258	001	3808396	PK	10/05/20	163.50
Warrant 3808396 total									163.50
	264230	SANOFI PASTEUR, INC.		1604253	001	3808397	PK	10/05/20	3,451.51
Warrant 3808397 total									3,451.51
	433925	SHRED-IT C/O STERICYCLE I		1604254	001	3808398	PK	10/05/20	181.79
Warrant 3808398 total									181.79

*PUTZKE, GWENDOLYN*





WARRANTS BY DEPARTMENT  
A/P USE THIS REPORT FOR SORTING  
WARRANTS & GIVE TO IND DEPARTMT

Department 95969

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Department 95969 00969 95969 Kitsap Public Health Di	279396	DAVE PURCHASE PROJECT/NAS		1604245	001	111224	PT	10/06/20	18.99
Warrant 111224 total									18.99
	422623	FINE, GEORGE F.		1604181	001	111225	PT	10/06/20	33.58
Warrant 111225 total									33.58
	412198	HAMEL PATRICK B		1604206	001	111226	PT	10/06/20	124.20
Warrant 111226 total									124.20
	393436	KATULA, DAYNA		1604210	001	111227	PT	10/06/20	11.50
Warrant 111227 total									11.50
	419251	PANDINO, LINDA E		1604214	001	111228	PT	10/06/20	50.00
Warrant 111228 total									50.00
	289067	TELELANGUAGE INC		1604255	001	111229	PT	10/06/20	2,037.75
Warrant 111229 total									2,037.75
	368115	THE SALVATION ARMY, BREME		1604252	001	111230	PT	10/06/20	6,992.00
Warrant 111230 total									6,992.00
	11617	WASHINGTON STATE AUDITOR'		1604256	001	111231	PT	10/06/20	8,086.65
Warrant 111231 total									8,086.65







WARRANTS BY DEPARTMENT  
A/P USE THIS REPORT FOR SORTING  
WARRANTS & GIVE TO IND DEPARTMT

Department 95969

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Department 95969 00969 95969 Kitsap Public Health Di	409418	BURCHETT, BRIAN D		1604981	001	111516	PT	10/14/20	66.82
Warrant 111516 total									66.82
	285101	LYTLE, ROSS		1604848	001	111517	PT	10/14/20	90.85
Warrant 111517 total									90.85
	277555	MOEN, ANNE M		1604851	001	111518	PT	10/14/20	127.65
Warrant 111518 total									127.65
	405627	NUNO, CRYSTAL M		1604852	001	111519	PT	10/14/20	335.81
Warrant 111519 total									335.81
	195219	OZARK UNDERGROUND LABORAT		1604875	001	111520	PT	10/14/20	550.00
Warrant 111520 total									550.00
	265867	PENINSULA COMMUNITY HEALT		1604863	001	111521	PT	10/14/20	4,366.37
Warrant 111521 total									4,366.37
	425554	SHUHLER, YANA		1604870	001	111522	PT	10/14/20	18.86
Warrant 111522 total									18.86
	410695	STEDMAN, KELSEY E.		1604855	001	111523	PT	10/14/20	161.80
Warrant 111523 total									161.80
	12382	UNITED BUSINESS MACHINES		1604882	001	111524	PT	10/14/20	864.81



WARRANTS BY DEPARTMENT  
 A/P USE THIS REPORT FOR SORTING  
 WARRANTS & GIVE TO IND DEPARTMT

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
00969 Kitsap Public Health Di	95969 323752	BREMERTON GOVERNMENT CENT		1605997	001	3809029	PK	10/14/20	30,604.62
Warrant 3809029 total									30,604.62
	339396	GIUNTOLI, PAUL		1605998	001	3809030	PK	10/14/20	72.46
Warrant 3809030 total									72.46
	369036	ONE TIME PAYMENT		1606003	001	3809031	PK	10/14/20	350.00
Warrant 3809031 total									350.00
	409198	OFFICE DEPOT INC (POB 292		1606004	001	3809032	PK	10/14/20	2,235.67
Warrant 3809032 total									2,235.67
	423515	STAPLES ADVANTAGE (PO BOX		1606005	001	3809033	PK	10/14/20	533.03
Warrant 3809033 total									533.03
	226779	UNIVERSITY OF WASHINGTON		1606075	001	3809034	PK	10/14/20	200.00
Warrant 3809034 total									200.00
Department 95969 total									33,995.78

*VOID & REISSUED  
 FROM 9/21/2020*

33,995.78+  
 5,966.40+  
 530.59+  
 003  
 40,492.77\*

**\*\* NO ACH DIRECT DEPOSIT  
REMITTANCES PROVIDED BY THE  
COUNTY FOR 10/15/2020 DIRECT  
DEPOSITS!**

**Batch total \$40,492.77**

**Warrant totals= \$33,995.78**

**Direct deposits=\$6,496.99**



WARRANTS BY DEPARTMENT  
A/P USE THIS REPORT FOR SORTING  
WARRANTS & GIVE TO IND DEPARTMT

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
	423515	STAPLES ADVANTAGE (PO BOX		1605844	001	3809250	PK	10/19/20	22.46
	423515	STAPLES ADVANTAGE (PO BOX		1605846	001	3809250	PK	10/19/20	198.60
Warrant 3809250 total									221.06
	229576	STRUCTURED		1605847	001	3809251	PK	10/19/20	350.00
Warrant 3809251 total									350.00
	369036	ONE TIME PAYMENT		1605848	001	3809252	PK	10/19/20	350.00
Warrant 3809252 total									350.00
	226779	UNIVERSITY OF WASHINGTON		1605883	001	3809253	PK	10/19/20	200.00
Warrant 3809253 total									200.00
	206991	WASHINGTON POISON CENTER		1605850	001	3809254	PK	10/19/20	208.34
Warrant 3809254 total									208.34
	244803	WEX BANK		1605851	001	3809255	PK	10/19/20	377.20
Warrant 3809255 total									377.20
Department 95969 total									39,603.45

**\*\* NO ACH DIRECT DEPOSIT  
REMITTANCES PROVIDED BY THE  
COUNTY FOR 10/20/2020 DIRECT  
DEPOSITS!**

**Batch total \$52,834.37**

**Warrant totals= \$39,603.44**

**Direct deposits=\$13,230.92**





# Kitsap County Treasurer's Office

## Cash Transmittal

### Transfer Receipt #R00098120

**Approved: 10/23/2020**

**GL Date: 10/23/2020**

**Total Amount: \$0.00**

#### Request Details

<b>Request ID</b>	99861
<b>Type</b>	Transfer
<b>Owner</b>	Becky Stack
<b>Organization</b>	Kitsap Public Health District
<b>Approved By</b>	Becky Stack
<b>Comments</b>	Kitsap Public Health District Vital Statistics Transfer

#### Funds Breakdown

Fund Name	Fund #	Account #	Subledger	T Code	Amount	Memo
General Fund	95969	3860			(\$60,725.00)	2nd QTR 2020 VITAL STATISTICS FEE TRN
Death Investigate Suspense Fund	82584	2370			\$41,195.00	Death invest. acct
Death Investigate Suspense Fund	82584	2371			\$19,530.00	Vital records





WARRANTS BY DEPARTMENT  
A/P USE THIS REPORT FOR SORTING  
WARRANTS & GIVE TO IND DEPARTMT

Department 95969

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/ Itm Date	Warrant Amount
Department 95969 00969 95969 Kitsap Public Health Di	412198	HAMEL PATRICK B		1606501	001	111898	PT	10/27/20	180.84
Warrant 111898 total									180.84
	430757	NICHOLS, ELIZABETH K		1606077	001	111899	PT	10/27/20	112.73
Warrant 111899 total									112.73
	427148	ONARHEIM, CARIN E.		1606078	001	111900	PT	10/27/20	9.55
Warrant 111900 total									9.55
	426229	QUATRIS HEALTHCO LLC		1606533	001	111901	PT	10/27/20	170.28
Warrant 111901 total									170.28
	10979	QUAYLE, TIM		1606503	001	111902	PT	10/27/20	98.33
Warrant 111902 total									98.33
	24869	STERICYCLE INC (PO BOX 6		1606591	001	111903	PT	10/27/20	595.54
Warrant 111903 total									595.54
	433787	STEUSLOFF, BARBARA A		1606079	001	111904	PT	10/27/20	40.89
Warrant 111904 total									40.89
	368115	THE SALVATION ARMY, BREME		1606130	001	111905	PT	10/27/20	351.06
Warrant 111905 total									351.06
	393230	WALTHER, SUSAN B		1606506	001	111906	PT	10/27/20	179.41



WARRANTS BY DEPARTMENT  
 A/P USE THIS REPORT FOR SORTING  
 WARRANTS & GIVE TO IND DEPARTMT

Department	Vendor Number	Vendor Name	Purchase Order	Voucher Number	Pay Itm	Warrant Number	Wrt Typ	Check/Itm Date	Warrant Amount
00969 Kitsap Public Health Di	95969 5628	AMERICAN FAMILY LIFE COUN		1607298	001	3809814	PK	10/30/20	2,562.98
Warrant 3809814 total									2,562.98
Warrant 3809815 total	261383	EMPLOYMENT SECURITY DEPT		1607299	001	3809815	PK	10/30/20	2,482.83
Warrant 3809816 total	383135	HEALTH EQUITY		1607300	001	3809816	PK	10/30/20	483.33
Warrant 3809817 total	6831	NACO DEFERRED COMP XPH		1607302	001	3809817	PK	10/30/20	7,598.00
Warrant 3809818 total	394347	PEAK 1 ADMINISTRATION, LL		1607303	001	3809818	PK	10/30/20	564.00
Warrant 3809819 total	6811	PROF & TECHNICAL ENG XPH		1607304	001	3809819	PK	10/30/20	2,923.67
Warrant 3809820 total	418817	VOYA INSTITUTIONAL TRUST		1607305	001	3809820	PK	10/30/20	275.00
Warrant 3809821 total	376565	WA HEALTH CARE AUTHORITY		1607308	001	3809821	PK	10/30/20	84,875.39
Warrant 3809822 total	6779	WA STATE LABOR & IND INS		1607306	001	3809822	PK	10/30/20	3,531.51







09200

### Account Ledger Inquiry

From Date/Period 10/01/20

Thru Date/Period 10/14/20

Ledger Type. . . AA

Subledger. . . . \*

Account. . . . . 95969.2315

#### ACCRUED EMPLOYEE BENEFITS

Skip to Doc/Type . . . . .

Y-T-D Period End : . . . . . 6,833.13-

Cumul Period End : . . . . . 119,165.94-

**Additional Selections Exist**

O	DT	Document	Date	Explanation/Alpha	Debit	Credit	P
		<u>U1</u>	<u>378034</u>	<u>10/14/20</u>	<u>DAILY CASH TRANSMI</u>	<u>22,577.47</u>	<u>P</u>
		<u>U1</u>	<u>378034</u>	<u>10/14/20</u>	<u>DAILY CASH TRANSMI</u>	<u>101,829.26</u>	<u>P</u>
					<u>124,406.73</u>		
<b>Ledger Total</b>					<b>124,406.73</b>		
<b>Unposted Total</b>							

Opt: 1/2=Orig Entry 5=Details F17=Top F18=Totals F21=Prt Ledg F24=More

09200

Account Ledger Inquiry

From Date/Period 10/01/20

Thru Date/Period 11/30/20

Ledger Type. . . AA

Subledger. . . . \*

Account. . . . . 95969.2317

ACCRUED TAXES

Skip to Doc/Type . . . . .  
Y-T-D Period End : . . . . . 5,915.84-  
Cumul Period End : . . . . . 5,915.84-

Additional Selections Exist

DT	Document	Date	Explanation/Alpha	Debit	Credit	P
U1	378541	10/30/20	DAILY CASH TRANSMI	160,254.66		P
				160,254.66		
Ledger Total				160,254.66		
Unposted Total						

Opt: 1/2=Orig Entry 5=Details F17=Top F18=Totals F21=Prt Ledg F24=More



Kitsap Public Health District - Monthly (Regular) (Pay Group Detail)  
 10/01/2020 - 10/31/2020 (Monthly) (Period)

Name	Hours	Gross Pay	Pre Tax Deductions	Post Tax Deductions	Employee Paid Taxes	Employer Paid Taxes	Employer Paid Benefits	Non-Cash Taxable Benefits	Net Pay
Quayle	177.08	7,754.89							5,230.75
Quist-Therson	186.08	8,182.75							5,872.65
Rassa	143.66	4,380.25							3,100.77
Rhea	173.33	3,995.00							2,887.62
Ridge	173.33	6,884.00							4,382.22
Rork	173.33	5,000.00							5,402.42
Shuhler	180.21	3,417.44							2,458.13
Smith	173.33	7,531.00							5,236.09
Sooter	173.33	6,245.00							4,551.42
Stedman	173.33	7,883.00							5,236.84
Stepp	120.00	3,308.40							2,551.34
Steusloff	173.33	3,917.00							2,945.25
Stewart	173.33	5,513.00							4,016.46
Tiemeyer	173.33	5,627.00							4,627.90
Tjemsland	173.33	5,395.00							3,847.52
Turner		-							-
Turner	173.33	4,856.00							2,953.80
Ulacia	173.33	4,113.00							2,910.95
Wagner	121.33	2,416.00							1,710.66
Walther	173.33	6,382.00							4,201.68
Wellborn	150.00	3,430.40							2,135.41
Wendt	173.33	6,839.00							5,031.29
Whitlock	173.33	3,931.00							3,206.04
Winchester	121.46	2,744.63							2,120.98
Winters	173.33	5,017.00							3,749.94
Yanda	173.33	7,380.00							5,053.98
Zimny	173.33	6,735.00							4,857.07
<b>18,068.02</b>	<b>625,671.52</b>	<b>76,284.85</b>	<b>7,136.60</b>	<b>116,816.16</b>	<b>49,452.84</b>	<b>171,249.53</b>	<b>75.00</b>	<b>425,433.91</b>	