

2015 - 2017

WASHINGTON STATE  
DEPARTMENT OF HEALTH  
CONSOLIDATED CONTRACT

Table of Contents

1. Purpose ..... 3

2. Statements of Work ..... 3

3. Exhibits..... 3

4. Definitions ..... 3

5. Funding and Billing ..... 4

6. Contract Management ..... 5

7. Access to Records ..... 5

8. All Writings Contained Herein..... 5

9. Assignment..... 5

10. Assurances..... 5

11. Confidential Information..... 6

12. Ethics ..... 6

13. Debarment Certification ..... 6

14. Disputes ..... 6

15. Equipment Purchases ..... 6

16. Governing Law and Venue..... 7

17. Independent Capacity ..... 7

18. Insurance ..... 7

19. Licensing, Accreditation and Registration ..... 7

20. Maintenance of Records ..... 7

21. Modifications and Waivers ..... 7

22. No Third-Party Rights Created..... 7

23. Nondiscrimination ..... 7

24. Order of Precedence ..... 8

25. Ownership of Material/Rights in Data ..... 8

26. Publications ..... 8

27. Responsibility for Actions..... 8

28. Loss or Reduction of Funding ..... 8

29. Severability..... 8

30. Subcontracts ..... 8

31. Subrecipient..... 9

32. Survivability ..... 9

33. Term ..... 9

34. Termination for Convenience..... 9

35. Termination for Default..... 9

36. Termination Procedure ..... 9

Standard Federal Certifications and Assurances..... 11

Assurances – Non Construction Programs ..... 16

**CONSOLIDATED CONTRACT**  
**between**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF HEALTH**  
**(Referred to as "DOH")**  
**and**  
**PACIFIC COUNTY HEALTH & HUMAN SERVICES DEPARTMENT**  
**(Referred to as "LHJ")**  
**for**  
**THE DELIVERY OF PUBLIC HEALTH SERVICES**  
**FOR THE PERIOD OF**

**January 1, 2015 through December 31, 2017**

**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, including at RCW 43.70.040, the general statutory powers of local health jurisdictions, 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”: Individual(s) of the Contracts Office of DOH 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 Statements of Work, Exhibit A.

“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 Statements of Work, Exhibit A.

“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 Statements of Work, Exhibit A, 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 **\$330,238**, 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 March 15 for the prior calendar year.

#### 6. Contract Management

Unless otherwise specified in the Contract, the following individuals are each party's designated contact ("Contract Coordinator") for all notices required or permitted under this Contract.

| <b>LHJ Contract Coordinator:</b>            |                          | <b>DOH Contract Coordinator:</b>          |                          |
|---|--------------------------|---|--------------------------|
| <b>Name:</b> Mary Goelz                     |                          | <b>Name:</b> Brenda Henrikson             |                          |
|   |                          | <b>Title:</b> Contracts Specialist        |                          |
| <b>Mailing Address:</b>                     |                          | <b>Mailing Address:</b>                   |                          |
| PO Box 26, South Bend WA 98586-0026         |                          | PO Box 47905, Olympia WA 98504-7905       |                          |
| <b>Physical Address:</b>                    |                          | <b>Physical Address:</b>                  |                          |
| 1216 Robert Bush Drive, South Bend WA 98586 |                          | 101 Israel Rd. SE, Tumwater WA 98501-5570 |                          |
| <b>Phone:</b> 360-875-9343                  | <b>Fax:</b> 360-875-9323 | <b>Phone:</b> 360-236-3933                | <b>Fax:</b> 360-586-2655 |
| <b>Email Address:</b>                       |                          | <b>Email Address:</b>                     |                          |
| mgoelz@co.pacific.wa.us                     |                          | 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 Statements of Work, Exhibit A, and on the DOH website, [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
2. Standard Federal Assurances for Non-Construction Programs