BEFORE THE LOCAL BOARD OF HEALTH
PACIFIC COUNTY, WASHINGTON
1216 W. Robert Bush Drive
South Bend, Washington

Tuesday, September 25, 2018
9:00AM
or as soon thereafter as possible

AGENDA

Call to Order

PLEDGE OF ALLEGIANCE FOR PACIFIC COUNTY LOCAL BOARD OF
HEALTH & BOARD OF COUNTY COMMISSIONERS MEETINGS

Public Comment (limited to three minutes per person)

CONSENT AGENDA (Item A)

A) Approve regular meeting minutes of September 11, 2018

The Board may add and take action on other items not listed on this agenda and order of action is subject to change

The hearing facility is “barrier free” and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners’ Office at the address noted above or at 360/875-9337.

Pacific County is an Equal Opportunity Employer and Provider
MINUTES

9:00 AM 1216 W. Robert Bush Drive
Tuesday, September 11, 2018 South Bend, Washington

CALLED TO ORDER – 9:00 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Andi Harland, Public Works Accounting Manager
Tim Crose, Community Development Director
James Worlton, Senior Public Records Coordinator
Mary Goelz, Health & Human Services Director

GENERAL PUBLIC IN ATTENDANCE – None

CONSENT AGENDA (Items A-B)

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0
Subject to adequate budget appropriations and in accordance with all applicable
county policies

Approve regular meeting minutes of August 14 and 28, 2018
Approve Rainbow Valley Landfill Claims Vouchers: PUD No. 2 - $39.99,
Department of Ecology - $128, Royal Heights Transfer Station, Inc. –
$461.16, and the City of Raymond - $370

There being no further business to come before the Board the meeting was closed at
approximately 9:01AM.

LOCAL BOARD OF HEALTH
PACIFIC COUNTY, WASHINGTON

__________________________________________
Lisa Olsen, Chair

ATTEST:

__________________________________________
Frank Wolfe, Commissioner

__________________________________________
Marie Guernsey
Clerk of the Board

__________________________________________
Lisa Ayers, Commissioner

(Please refer to recording of the meeting for a more detailed discussion)
BEFORE THE BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
1216 W. Robert Bush Drive
South Bend, Washington

Tuesday, September 25, 2018
9:00AM
or as soon thereafter as possible

The Board of County Commissioners meeting will be called to order following the business of the Local Board of Health

AGENDA

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. Consent Agenda items will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

Call to Order

Public Comment (limited to three minutes per person)

PROCLAMATION

1) Adopt WSU Master Gardener Volunteer Week Proclamation

CONSENT AGENDA (Items 2-5)

Department of Public Works

2) Approve Road Haul Permit No. 2018-13 and cash bond from Kynsi Construction

Health & Human Services Department

3) Approve Amendment #4 to Consolidated Contract #CLH18256 with State of WA Department of Health; authorize Chair to sign

General Business

4) Approve regular meeting minutes of September 11, 2018
5) Approve Vendor Claims; Warrants Numbered 143500 thru 143617 in the amount of $568,767.66

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

6) Consider approval of request to hire Alex Cole to vacant Road Maintenance Technician II, effective September 26, 2018

7) Consider approval of Quit Claim Deed with Covenants, Conditions and Restrictions pertaining to the Surfside Estates Accretions; authorize Chair to sign

8) Consider approval of request to utilize Small Works Roster for the Courthouse Exterior Lead Paint Abatement Project

The Board may add and take action on other items not listed on this agenda and order of action is subject to change.

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ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

9) Consider approval of matters regarding the Willapa Lead Entity 2018-19 Project:
   - Funding Board Project Agreement #18-2194P with WA State Recreation and Conservation Office
   - Resolution No. 2018-_____ authorizing Director to act as authorized representative
   - Interagency Agreement with Pacific Conservation District

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

10) Consider approval of Memorandum of Agreement with Sources of Strength to provide youth suicide prevention strategy training; authorize Director to sign

ITEMS REGARDING AUDITOR’S OFFICE

11) Consider approval of request for Family Medical Leave

ITEMS REGARDING CLERK’S OFFICE

12) Confirm Clerk’s signature on Purchase Reimbursement Agreement #PRA19004 with WA State Administrative Office of the Courts and consider approval of request to purchase three computer workstations

ITEMS REGARDING SHERIFF’S OFFICE

13) Consider approval of request to purchase four laptop computers

ITEMS REGARDING GENERAL BUSINESS

14) Consider approval of rescinding motion of August 14, 2018, approving the Facility Use Application with the Port of Ilwaco and approve the Facility Use Application as submitted by Clint Carter representing the Peninsula R&B Festival and approve the amended minutes of the regular meeting of August 14, 2018

EXECUTIVE SESSION

15) To discuss anticipated litigation, pending litigation or any matter suitable for Executive Session under RCW 42.30.110

The Board may add and take action on other items not listed on this agenda and order of action is subject to change.

The hearing facility is “barrier free” and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners’ Office at the address noted above or at 360/875-9337.

Pacific County is an Equal Opportunity Employer and Provider
AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

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<th>BOCC ACTION:</th>
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Agenda Item #: 1
Initial: ___________ Date: ___________
Review □ Clerk of the Board
□ Risk Mgmt
□ Legal Required

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court
□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer
□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt
□ CivilService  □ Health  □ SDC  □ WSU Ext.
□ DCD  □ Juvenile  □ Sheriff  □ Other

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Board of County Commissioners

OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board

SIGNATURE: [Signature]

DATE: 9/14/2018

NARRATIVE OF REQUEST

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Adopt Washington State University Master Gardener Week Proclamation for the week of September 23-29, 2018
PROCLAMATION

WHEREAS, The Washington State University Master Gardener Volunteer Program is celebrating 45 years of service to the citizens of our state; and

WHEREAS, this model of volunteer service, emulated in all fifty states and numerous foreign countries, was founded by Washington State University in 1973; and

WHEREAS, there are 3,524 Washington State University Master Gardener volunteers who served more than 287,000 Washington State residents in 2017; and

WHEREAS, these dedicated volunteer educators use their love of gardening to enhance natural resources and environmental stewardship, improve the health and wellness of Washington residents, and create and sustain vibrant communities and urban neighborhoods; and

WHEREAS, the Master Gardener program sets a remarkable example of voluntary community service by giving over 309,000 hours and returning to Washington citizens more than 10 times the funds expended on the program’s maintenance; and

NOW THEREFORE, the Board of Commissioners for Pacific County hereby proclaims September 23-29, 2018, as

WASHINGTON STATE UNIVERSITY MASTER GARDENER VOLUNTEER WEEK

in Pacific County, and we urge all citizens to join us in this special observance.

DATED this _________ day of ________________, 2018.

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

____________________________________
Lisa Olsen, Chair

____________________________________
Frank Wolfe, Commissioner

____________________________________
Lisa Ayers, Commissioner

ATTEST:  Marie Guernsey
          Clerk of the Board
Approve Road Haul Permit No. 2018-13 and cash bond in the amount of $482 from Kynsi Construction for hauling on Green Creek County Road and authorize Public Works to hold in suspense until haul is complete.
**AGENDA REQUEST FORM**

**TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD**

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**Agenda Item #: 3**

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**Review**

- ☐ Clerk of the Board
- ☐ Risk Mgmt
- ☐ Legal Required

**DISTRIBUTION LIST:**

- ☐ RF
- ☐ CF
- ☐ SEA
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- ☐ EMA
- ☐ PACCOM
- ☐ Treasurer
- ☐ Clerk
- ☐ Fair
- ☐ Prosecutor
- ☐ Veg Mgmt
- ☐ Civil Service
- ☐ Health
- ☐ SDC
- ☐ WSU Ext.
- ☐ DCD
- ☐ Juvenile
- ☐ Sheriff
- ☐ Other

---

**AGENDA ITEM REQUEST**

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

**DEPARTMENT/OFFICE:** Health  
**DIVISION (if applicable):**

**OFFICIAL NAME & TITLE:** Mary Goelz, Director  
**PHONE / EXT:** 2644

**SIGNATURE:**  
**DATE:** 9/12/18

**NARRATIVE OF REQUEST**

Request the Board approve and the Chair sign the Department of Health Consolidated Contract #CLH18256, Amendment #4. This amendment adds funds to our department related to a number of programs in the amount of $169,038.00. This contract is a comprehensive contract with the DOH for the health department. It is included in the approved 2018 budget and the proposed 2019 budget.

---

**RECOMMENDED MOTION**  
(To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve Amendment #4 to Consolidated Contract #CLH18256 with WA State Department of Health and authorize Chair to sign
Name of Contractor: Department of Health

Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended):
Pacific County PH & Human Services Dept 2018-19 Consolidated Contract; Contract Number CLH18256; Amendment #4

☐ W-9 Attached for all vendors/contractors (County issuing payment to) ☐ Certificate of Insurance Attached (If required)
Indicate type ☐ Intergovernmental/Interagency ☐ Employment/Special Services Agreement ☐ Federal Contract
☐ Memorandum of Understanding/Agreement ☐ Interoffice/Interdepartmental ☐ State Contract

Contractor Type (Check all that apply):
☐ For-Profit ☐ Private Organization/Individual
☐ Non-Profit ☐ Public Organization/Jurisdiction
☐ State ☐ Sub-Recipient
☐ Federal ☐ Other

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):

Public Works Project (RCW 39.04):
☐ Limited PW Process (<$35,000) ☐ Limited PW Process (<$40,000)
☐ Small PW Process (<$300,000) ☐ PW Project (>300,000)

Equipment, Materials, & Supplies (RCW 36.32):
☐ <$5,000 (Attach 3 bids) ☐ $5,000-$25,000 (use small works roster) ☐ >$25,000 (competitive bids)

Services / Leases:
☐ Architectural & Engineering ☐ Personal Services
☐ Lease (Personal Property i.e. copier, printer) ☐ Lease (Real)
☐ Telecomm & Data Processing ☐ Other (Describe):

To be located at: ____________________________________________

Exceptions to Bidding (Please provide appropriate documentation):

☐ Insurance/Bonds ☐ Emergency Event (Purchases/Public Works)
☐ Single (Sole) Source Purchase* ☐ Special Facilities/Market Conditions

*Resolution Required

☐ PURCHASE UNDER ANOTHER AGENCY’S CONTRACT ("Piggyback")

Please attach the following:
- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution
☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids
☐ Open Space ☐ Post, Advertise, & Fill Position
☐ Other (please describe): __________________________________

BACKGROUND/SUMMARY (Include date of prior workshop and/or action, if applicable):

TOTAL COST/AMOUNT (Include sales & use tax): ____________________________

TOTAL TAX: ____________________________

TOTAL SHIPPING/HANDLING: ____________________________

EXPENDITURE FUND #: 118 XXX.XXX.XX.XX

EXPENDITURE BUDGETED? ☑ Yes ☐ No

SUPPLEMENTAL REQUIRED? ☐ Yes ☑ No

IN-KIND MATCH REQUIRED? ☐ Yes ☑ No

DESCRIPTION MATCH:

MATCHING FUNDS REQUIRED? ☐ Yes ☑ No

AMOUNT OF MATCHING FUNDS: ____________________________

Revised 8/2015
Exhibit A to Resolution No. 2010-013
PACIFIC COUNTY PUBLIC HEALTH & HUMAN SERVICES DEPARTMENT
2018 – 2020 CONSOLIDATED CONTRACT

CONTRACT NUMBER: CLH18256

AMENDMENT NUMBER: 4

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as “DOH”, and PACIFIC COUNTY PUBLIC HEALTH & HUMAN SERVICES DEPARTMENT hereinafter referred to as “LHJ”, pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, attached and incorporated by this reference, are amended as follows:
   - Adds Statements of Work for the following programs:
     - Family Planning - Effective September 1, 2018
     - Office of Emergency Preparedness & Response - Effective July 1, 2018
     - Supplemental Nutrition Assistance Program-Education - Effective October 1, 2018
   - Amends Statements of Work for the following programs:
     - Childhood Lead Poisoning Prevention Program - Effective January 1, 2018
     - Maternal & Child Health Block Grant - Effective January 1, 2018
     - Office of Immunization & Child Profile-Perinatal Hepatitis B - Effective July 1, 2018
     - OICP-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2018
     - Supplemental Nutrition Assistance Program-Education - Effective January 1, 2018
     - WIC Nutrition Program - Effective January 1, 2018
   - Deletes Statements of Work for the following programs:

2. Exhibit B-4 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-3 Allocations as follows:
   - Increase of $169,038 for a revised maximum consideration of $716,205.
   - 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-4 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-3.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

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

PACIFIC COUNTY PUBLIC HEALTH & HUMAN SERVICES DEPARTMENT

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

__________________________________________  __________________________
Date                                      Date

APPROVED AS TO FORM ONLY
Assistant Attorney General

Page 1 of 51
<table>
<thead>
<tr>
<th>DOH Program Name or Title</th>
<th>Page</th>
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<tbody>
<tr>
<td>Childhood Lead Poisoning Prevention Program - Effective January 1, 2018</td>
<td>3</td>
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<tr>
<td>Family Planning - Effective September 1, 2018</td>
<td>7</td>
</tr>
<tr>
<td>Maternal &amp; Child Health Block Grant- Effective January 1, 2018</td>
<td>17</td>
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<tr>
<td>Office of Emergency Preparedness &amp; Response - Effective July 1, 2018</td>
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<tr>
<td>Office of Immunization &amp; Child Profile-Perinatal Hepatitis B - Effective July 1, 2018</td>
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<tr>
<td>OICP-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2018</td>
<td>28</td>
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<tr>
<td>Supplemental Nutrition Assistance Program-Education - Effective January 1, 2018</td>
<td>30</td>
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<tr>
<td>Supplemental Nutrition Assistance Program-Education - Effective October 1, 2018</td>
<td>37</td>
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<tr>
<td>WIC Nutrition Program - Effective January 1, 2018</td>
<td>45</td>
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</table>
DOH Program Name or Title: Childhood Lead Poisoning Prevention Program - Effective January 1, 2018

Local Health Jurisdiction Name: Pacific County Public Health & Human Services Department

Contract Number: CLH18256

SOW Type: Revision

Revision # (for this SOW): 1

Period of Performance: January 1, 2018 through June 30, 2019

Statement of Work Purpose: The purpose of this statement of work is to support local interventions with the case management of elevated blood lead levels in children 14 years of age and younger. The focus of this program in 2018 is to build local capacity statewide to provide standard case management services to all children with elevated blood lead levels.

Revision Purpose: The purpose of this revision is to extend the period of performance from June 30, 2018 to June 30, 2019, add SFY2 funding and update the statement of work.

<table>
<thead>
<tr>
<th>Chart of Accounts Program Name or Title</th>
<th>CFDA #</th>
<th>BARS Revenue Code</th>
<th>Master Index Code</th>
<th>Funding Period (LHJ Use Only) Start Date</th>
<th>End Date</th>
<th>Current Consideration</th>
<th>Change Increase (+)</th>
<th>Total Consideration</th>
</tr>
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<tbody>
<tr>
<td>SFY1 Lead Environments of Children (proviso funds)</td>
<td>N/A</td>
<td>334.04.93</td>
<td>25715110</td>
<td>01/01/18</td>
<td>06/30/18</td>
<td>3,000</td>
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<td>3,000</td>
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<td>SFY2 Lead Environments of Children (proviso funds)</td>
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<td>334.04.93</td>
<td>25715120</td>
<td>07/01/18</td>
<td>06/30/19</td>
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<td>1,500</td>
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<td><strong>TOTALS</strong></td>
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<td><strong>3,000</strong></td>
<td><strong>1,500</strong></td>
<td><strong>4,500</strong></td>
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**Task Number**

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<tr>
<th>Task/Activity/Description</th>
<th>*May Support PHAB Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
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<tbody>
<tr>
<td>Contact the provider to gather complete information on the assigned elevated blood lead case to conduct an environmental assessment: a) Verify the blood lead level (BLL) is confirmed. Reference Centers for Disease Control and Prevention’s (CDC’s) confirmed case definition: <a href="https://www.cdc.gov/ndss/conditions/lead-elevated-blood-levels/case-definition/2016/">https://www.cdc.gov/ndss/conditions/lead-elevated-blood-levels/case-definition/2016/</a> b) Call family and schedule a home visit. If interpretation services are needed, contact DOH at <a href="mailto:lead@doh.wa.gov">lead@doh.wa.gov</a>. Note: Interpretation services will not be reimbursed through the ConCon process.</td>
<td>-</td>
<td>Submit the completed updated Child Blood Lead Investigation Form Child Blood Lead Investigation Form via Washington Disease Reporting System (WDRS) available through WA DOH indicating: a) Confirmed BLL b) Date LHJ contacted the family c) Date the environmental assessment was completed d) Date the interview was completed</td>
<td>Monthly, by the 30th of the following month. Submit as needed within 60 days after completion.</td>
<td>Reimbursement of up to $500 maximum per home visit, per child. Up to two (2) home visits per child not to exceed total funding consideration. Note: this excludes indirect costs</td>
</tr>
<tr>
<td>Task Number</td>
<td>Task/Activity/Description</td>
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<td>Deliverables/Outcomes</td>
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<td>c)</td>
<td>Visit the child's residence (or other sites where the child spends significant amounts of time) at least once</td>
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<td>d)</td>
<td>Interview the caregivers using the Child Blood Lead Investigation Form and conduct an environmental assessment to identify factors that may impact the child's blood lead level. If laboratory services are needed, contact DOH at <a href="mailto:lead@doh.wa.gov">lead@doh.wa.gov</a>. Note: Laboratory services will not be reimbursed through the ConCon process.</td>
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<td>e)</td>
<td>Determine if the family lives in Section 8 or HUD Housing. If the child is Medicaid enrolled collect the Provider One number</td>
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<td>f)</td>
<td>Provide educational material to the child’s caregivers in the family’s primary language</td>
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<td>g)</td>
<td>(Optional) If warranted, contact DOH to request technical or environmental investigation assistance with an X-ray fluorescent (XRF) analyzer</td>
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<td>Have the child retested following the Pediatric Environmental Health Specialty Units (PEHSU) medical management guidelines. If the lead level remains ≥5 μg/dL the LHJ will conduct a second home visit to connect the family to other service providers as needed.</td>
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<td>If the second lead level drops to &lt;5 μg/dL, the LHJ has the option to: 1) Mail the child’s caregivers a letter recommending a developmental and nutritional screening, the letter will include providers in the child’s residential area. The LHJ may then close the case. (DOH will provide a template letter.; or 2) proceed to Task 2 and conduct a second home visit.</td>
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| 2           | The purpose of the second home visit is to connect the family to other service providers as needed:  
  a) L.HJ staff will facilitate and guide the child’s caregiver in completing the WithinReach Developmental Screening Questionnaire online [http://www.parenthelp123.org/](http://www.parenthelp123.org/). The L.HJ must provide a hard copy of the developmental screening in case it cannot be submitted online. In unusual, and DOH approved cases, in which the WithinReach assessment cannot be performed, the L.HJ may refer the family to the child’s physician or to another entity that is trained to administer developmental screening tests.  
  b) Encourage blood lead testing of other children less than 72 months of age and pregnant or nursing caregivers in the home.  
  c) If appropriate, refer the child’s caregivers to the Women, Infants, and Children (WIC) program or a Registered Dietitian Nutritionist (RDN) for a nutritional assessment and to other service providers as appropriate.  
  d) Coordinate services and communicate regularly with members of the case management team. | Submit an updated Plan of Care to DOH via WDRS and provide a copy to the child’s caregivers and provider that includes:  
  a) Completion date and results of the online WithinReach Developmental Screening Questionnaire.  
  b) If blood lead testing of at-risk family members was recommended, list the individuals.  
  c) The referral date and provider of the nutritional assessment, include all other referrals.  
  d) The members of the case management team, their involvement, and the case information provided to them. | Monthly, by the 30th of the following month.  
Submit as needed within 60 days after completion. | Reimbursement of up to $500 maximum per home visit, per child.  
Up to two (2) home visits per child not to exceed total funding consideration.  
Note: this excludes indirect costs. |
| 3           | DOH will reimburse L.HJ staff for DOH-approved case management related training opportunities and travel including training fees if applicable and mileage, lodging and meals at the current federal GSA rates at the time of travel. | Attend approved training and submit training invoices and receipts to DOH. | As needed | Reimbursement for DOH-approved training fees, mileage and per diem not to exceed total funding consideration.  
(See Special Billing Requirements below.) |

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

Program Specific Requirements/Narrative

Exhibit A, Statements of Work  
Revised as of July 16, 2018  
Page 5 of 51  
Contract Number CLH18256-4
A Targeted Approach to Blood Lead Screening in Children, Washington State
2015 Expert Panel Recommendations

Special References (RCWs, WACs, etc)
Laboratories are required to report to the Department of Health all Blood Lead test results (WAC 246-101-201). Elevated results (≥5 mcg/dL) must be reported within two (2) days; non-elevated results ≤5 mcg/dL need to be reported within one (1) month.

Monitoring Visits (frequency, type)
Telephone calls with contract manager at least once every quarter.

Definitions
BLL- Blood Lead Level
EBLL- Elevated Blood Lead Level
PEHSU- Pediatric Environmental Health Specialty Units

Special Billing Requirements
Reimbursement for pre-approved travel expenses including mileage, lodging and meals will be calculated at the current federal General Services Administration (GSA) rates at the time of travel. Current per diem rates by state can be found at: https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup

Special Instructions
Payment is contingent upon DOH receipt and approval of all deliverables and an acceptable written report to include a plan of care. Payment to completely expend the “Total Consideration” for a specific funding period will not be processed until all deliverables are accepted and approved by DOH. Invoices must be submitted monthly by the 30th of each month following the month in which the expenditures were incurred as needed within 60 days after home visit completion and must be based on actual allowable direct program costs. Billing for services a monthly fraction of the “Total Consideration” will not be accepted or approved. If needed, additional funding may be added upon request and DOH approval while funds are available. Contact lead@doh.wa.gov for additional information.

Note: blood lead case management reimbursement excludes indirect costs.

DOH Program Contact
Araceli Mendez, Health Services Consultant
Office of Environmental Public Health Sciences
Washington State Department of Health
Street Address: 310 Israel Rd SE, Tumwater, WA 98501
Telephone: 360-236-3392 / Fax: 360-236-3059
Email: araceli.mendez@doh.wa.gov

DOH Fiscal Contact
Victoria Reyes, Management Analyst I
Assistant Secretary’s Office
Telephone: 360-236-3071
DOH Program Name or Title: Family Planning - Effective September 1, 2018

SOW Type: Original

Period of Performance: September 1, 2018 through August 31, 2019

Statement of Work Purpose: The purpose of this statement of work is to provide family planning services to Washington State residents. These services will comply with all federal, state requirements and with the guidelines in the DOH Family Planning Manual. This statement of work highlights specific requirements and guidelines, but all must be complied with.

Note: Due dates after August 31, 2019 are for reporting only. LHJ may not bill under this statement of work for work done in September 2019.

Revision Purpose: N/A

<table>
<thead>
<tr>
<th>Chart of Accounts Program Name or Title</th>
<th>CFDA #</th>
<th>BARS Revenue Code</th>
<th>Master Index Code</th>
<th>Funding Period (LIJ Use Only)</th>
<th>Current Consideration</th>
<th>Change Increase (+)</th>
<th>Total Consideration</th>
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<td>SFY19 Family Planning Cost Share</td>
<td>N/A</td>
<td>334.04.91</td>
<td>78440190</td>
<td>09/01/18 - 06/30/19</td>
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<td>SFY20 Family Planning Cost Share</td>
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<td>FFY18 Family Planning Title X</td>
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<td>333.93.21</td>
<td>78440280</td>
<td>09/01/18 - 03/31/19</td>
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<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>*May Support PHAB Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Overarching requirements</td>
<td>*</td>
<td>Signed Title X Assurance of Compliance</td>
<td>As requested</td>
<td>Billing must be based on a current cost methodology approved by DOH.</td>
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<td></td>
<td>A. Comply with federal Title X requirements</td>
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<td>Signed Form A: Agency Information</td>
<td>As requested</td>
<td>DOH reserves the right to withhold payment until:</td>
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<td>(provided by DOH)</td>
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<td>• Compliance issues related to this or any previous contract</td>
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<td>A19's submitted in a timely</td>
<td>No less than</td>
<td>are resolved in a way</td>
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<td>fashion with the required back</td>
<td>monthly and no</td>
<td>accepted by DOH</td>
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<td>up documentation per DOH</td>
<td>more than quarterly</td>
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Exhibit A, Statements of Work
Revised as of July 16, 2018
<table>
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</tr>
</thead>
<tbody>
<tr>
<td>B.</td>
<td>Submit program budget reflecting contracted funds and fee schedule supported by current cost analysis.</td>
<td>Budget, sliding fee scale and cost analysis.</td>
<td>As requested</td>
<td>- Data is submitted to Ahlers and accepted. &lt;br&gt; - AI9 back up documentation required by DOH has been submitted and approved. &lt;br&gt; - Other deliverables have been met. &lt;br&gt; Payment is limited to the maximum funds available for each funding source. DOH will reimburse for: &lt;br&gt; - Actual allowable costs incurred through direct association or through an approved cost allocation method. &lt;br&gt; or &lt;br&gt; - Actual allowable costs as described above up to the amount remaining in the contract divided by the number of months remaining, plus one, whichever is less. (DOH Family Planning Manual 4600) &lt;br&gt; All services 09-01-18 through 06-30-19 must be billed by 08-15-19. &lt;br&gt; All services through 03-31-19 must be billed by 04-30-19.</td>
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<td>C.</td>
<td>Keep DOH informed of LIJH staff contact information and notify DOH contact manager of any key staff changes, clinic site additions, or clinic site closures.</td>
<td>Email briefly describing change.</td>
<td>As requested</td>
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<td>D.</td>
<td>Provide medical services and community education consistent with state and federal Title X requirements: &lt;br&gt; 1. Provide medical, laboratory, and related services specified in the Title X Guidelines, the DOH Family Planning Manual, and state laws. &lt;br&gt; 2. Provide a broad range of acceptable and medically approved family planning methods and services either onsite or by referral. Agency must include one LARC and ella on the sliding fee scale. &lt;br&gt; 3. Make all methods of contraception approved by the Food and Drug Administration available to clients. &lt;br&gt; 4. Provide community education services based on the needs of the community.</td>
<td>- Documentation that medical component is conducted as required. &lt;br&gt; - Documentation that Client Referral List is maintained and updated regularly. &lt;br&gt; - Other documentation as requested by DOH. &lt;br&gt; - Requested data in requested format.</td>
<td>As requested</td>
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<tr>
<td>E.</td>
<td>Conduct medical component of contract under protocols consistent with national clinical guidelines that are signed by the medical director. Medical director must have special training and/or experience in family planning. (DOH Family Planning Manual 6100)</td>
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<td>F.</td>
<td>Maintain a Client Referral List: a list of public and private social and health care providers and agencies to use when providing referrals. This list must be</td>
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<td>updated regularly (DOH Family Planning Manual 6600)</td>
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<td>G.</td>
<td>Maintain a board with membership that is broadly representative of community. This board must:</td>
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<td>1. Have the ability to set policy for the organization.</td>
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<td></td>
<td>2. Operate under bylaws, or policies that state the purpose of the program, define the relationship between the board and executive director/program coordinator, document criteria and methods for selecting members and officers and the frequency of meetings.</td>
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<td>3. Hold regularly scheduled meeting, at least annually. Document meeting dates, attendance, discussions, and decisions.</td>
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<td>H.</td>
<td>Maintain an Information and Education Committee (I &amp; E) with membership that is broadly representative of the community. This committee must:</td>
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<td>1. Have 5-9 members.</td>
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<td>2. Meet at least once a year.</td>
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<td>3. Follow the Title X guidelines and regulations.</td>
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<td>4. Review and approve informational or educational materials developed by, or made available under the Title X project, using a process that makes sure that:</td>
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<td>a. There is community participation in both review and approval</td>
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<td>b. Materials are suitable for the population or community that they are intended for, factually accurate,</td>
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<td>and appropriate for the purposes of Title X. The committee may delegate responsibility for the review of factual, technical, and clinical accuracy to appropriate project staff. (Title X 6.8)</td>
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<td>Completed reimbursement workbook (R&amp;E template provided by DOH) for time period that shows all sources of revenue that support Title X activities:</td>
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<td></td>
<td>I. Facilitate DOH site-visits by making sure that appropriate staff and documentation are readily available prior to and during the review. (DOH performs Administrative and Clinical site visits on a three-year cycle)</td>
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<td>• Sep–Dec 2018 01-31-19</td>
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<td>J. Provide information as requested to DOH family planning staff in a timely manner.</td>
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<td>• Jan-Mar 2019 04-30-19</td>
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<td>2. Services in Title X</td>
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<td>• Apr-Jun 2019 07-31-19</td>
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<td>In addition to the other requirements of this contract, Title X activities must also comply with the Title X Program Guidelines for Project Grants for Family Planning Services.</td>
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<td>• Jul-Aug 2019 10-31-19</td>
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<td>A. Title X must be administered by a qualified program director as defined in Title X requirements (Title X 6.5, 6.8, 6.9).</td>
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<td>Documentation that all staff have been informed about prosecution for coercion.</td>
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<td>B. Do not provide abortion as a method of family planning within Title X. [42CFR59.5(5)].</td>
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<td>As requested</td>
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<td>C. Inform staff that individuals may be subject to prosecution under federal law if they coerce or endeavor to coerce any person to undergo abortion or sterilization.</td>
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<td>Documentation that policies are in place.</td>
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<td>D. Have written policies about access to timely quality language assistance services for limited English proficient persons. These policies must be consistent with the Office of Civil Rights Policy: Guidance on Prohibitions Against National Origin</td>
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<td>As requested</td>
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<td></td>
<td><strong>Discrimination As It Affects Persons with Limited English Proficiency.</strong></td>
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<td>E.</td>
<td>Collect, maintain, provide client visit and agency level data for Title X.</td>
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<tr>
<td>1.</td>
<td>Client Visit Record (CVR) data:</td>
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<tr>
<td></td>
<td>a. Collect all data items for client visits as specified in CVR Manual provided by DOH;</td>
<td>CVR data for the previous month submitted to DOH data contractor. Data must be submitted:</td>
<td>The last day of each month</td>
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<td>b. Submit CVR data to DOH data contractor (Ahlers &amp; Associates)</td>
<td>- Electronically &lt;br&gt;- In format compatible with Ahlers software.</td>
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<td>c. Respond to notification of data errors and omissions from the data contractor or DOH family planning data manager.</td>
<td>Corrected CVR data submitted to DOH data contractor as specified above.</td>
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<td>2.</td>
<td>Agency level data:</td>
<td>Email agency level data to DOH family planning data manager for the period</td>
<td>Within 30 days of receiving error/rejection report</td>
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<td>Collect the following agency level data items required for the federal family planning annual report (FPAR).</td>
<td>• 01-01-18 to 12-31-18&lt;br&gt;• 2019 Timeframe TBD</td>
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<td>Number of:</td>
<td>01-31-19</td>
<td>As requested</td>
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<td>a. Pap tests with an ASC or higher result;</td>
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<td>b. Pap tests with an HSIL or higher result;</td>
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<td>c. HIV Positive confidential tests;</td>
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<td>d. HIV Anonymous tests;</td>
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<td>e. FTE Physicians</td>
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<td>f. FTE Physician assistants/nurse practitioners/certified nurse midwives;</td>
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<td>g. FTE registered nurses</td>
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<td>3.</td>
<td>Data security:</td>
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<td>a. Clinics that keep CVR information as computerized data must also keep hard copy CVRs in the client’s medical record, or maintain</td>
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<td>a computer system that includes normal safety precautions against the loss of information; b. Data entry personnel are subject to the rules of confidentiality as specified in this contract and the Title X program guidelines. 4. LHJ must be able to retrieve all information for auditing and monitoring by DOH or its designee. F. Annual audit that meets state and federal requirements: 1. Audits must be conducted by an outside source; 2. Financial and program audits or reviews conducted by other entities must be made available to DOH or its designee. G. Equipment (items that cost more than $5,000 per unit): 1. Obtain prior approval from DOH contract manager before purchasing equipment: a. LHJ must submit budget that itemizes planned equipment purchase b. DOH approval of this budget approves the itemized items only. 2. Maintain property control system to prevent loss, damage, or theft. 3. Maintain records that show the purchase and disposition of all equipment, purchased in whole or part, with state or federal funds. 4. Perform equipment inventories each year for equipment purchased, in whole or part, with state funds.</td>
<td>Copies of program and financial audits and reviews including summaries</td>
<td>As requested</td>
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<td>Planning Manual 4300, 4310; 45CFR74, Subpart C)</td>
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H. Compile Title X training report that includes:
   1. A description of training
   2. A list of people who attended the training
   3. The per person cost of the training broken out into registration, travel, and other costs.

I. Develop an annual work plan describing your Title X program during the year. You must use forms provided by Family Planning Program (FPP) and must include:
   1. Your agency's overall goals
   2. Specific objectives and how they will be measured
   3. A self-evaluation with indicators that your agency will define and address
   4. A budget
   (DOH Family Planning Manual 3310)
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<tr>
<td>3.</td>
<td><strong>Services Outside Title X Project</strong>&lt;br&gt;A. Surgical and medical procedures and ambulatory procedures to eligible clients. (DOH Family Planning Manual 3210):&lt;br&gt;1. Make sure funding is available, from this contract or other funding source, to provide this throughout the contract period.&lt;br&gt;2. Comply with all federal and state regulations that apply to pregnancy terminations and sterilization procedures.&lt;br&gt;3. The LHJ may provide these services and procedures through service providers in the same geographical area. The LHJ must:&lt;br&gt; a. Obtain formal subcontracts or provider agreements when feasible. If service providers are unwilling to sign a formal agreement, keep documentation of the refusal on file&lt;br&gt; b. Inform all such providers of applicable billing and reimbursement procedures.&lt;br&gt; c. Be responsible for making sure that the service providers comply with the terms of this contract.&lt;br&gt;4. DOH will base surgical and medical procedure reimbursement rates on current Health Care Authority (HCA) Medicaid approved reimbursement amounts.&lt;br&gt;5. Payment for surgical and medical procedures under this contract constitutes full payment. LHJ will not seek additional payment from the client, physician, hospital or other provider.</td>
<td>Documentation of services</td>
<td>As applicable</td>
<td>If LHJ does not have any non-Title X funds in this statement of work, LHJ may provide these services; however, DOH will not reimburse for them.</td>
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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:

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 USA Spending.gov by DOH as required by P.L. 109-282.

LHJ must comply with all federal Title X, state, and DOH Family Planning requirements, policies, and regulations. If the LHJ changes the scope of project outlined in their current DOH approved Annual Plan they must resubmit those parts of the plan that have changed to their site consultant for approval.

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

Reference documents include:
- DOH Family Planning Manual (DOH publication 930-122). See especially section 1500. Some provisions of this manual are highlighted in this (Program Specific Requirements) section, but all provisions of the manual must be complied with.
- Title X Guidelines
- Client Visit Record Manual
- LHJ’s approved Annual Plan for this time period. (This is the annual plan LHJ submitted through RFQ N21169 or N22369.)

Definitions
DOH contract manager is the same as DOH program contact. Changes to the DOH contract manager will be emailed to LHJ (no contract amendment will be executed for DOH contract manager changes).

Title X Project means services that have been designated by LHJ as TX services and included on their TX sliding fee scale. These must be services that are allowed under federal Title X requirements.

Special Billing Requirements
LHJ may bill no less than monthly and no more than quarterly on A19-1a invoice vouchers provided by DOH. A19s must be accompanied by the LHJ’s R & E showing revenue and expenses for the month billed and back up documentation per DOH policy.

Accessibility of Services
(DOH Family Planning Manual 5500, Title X Guidelines 6.4)
- There is no evidence clients are denied services or subjected to variation in quality of services because of inability to pay.
- Adolescents and low- and marginal-income clients must receive priority in the provision of services.
- LHJ must make sure that the community is informed of the services available through the LHJ.
- LHJ must make sure that all services provided are accessible to target populations.
  - Facilities must be geographically accessible to the populations served.
  - As much as possible, services will be available at times convenient to those seeking services.
  - Clinics must be handicapped-accessible in accordance with federal and state laws, policies, and procedures.
  - Facilities must meet applicable standards established by the Federal, State, and local governments. (Including local fire, building, and licensing codes).
- Clients must be accepted on referral from any source.
- Services must be provided solely on a voluntary basis. Acceptance of family planning services must not be a prerequisite to eligibility for, or receipt of, services in any non-family planning programs of the LHJ.

DOH Program Contact
Carol C Oakes, Program Consultant
PO Box 47855, Olympia, WA 98504-7855
Carol.Oakes@doh.wa.gov
(360) 236-3588
**Exhibit A**
**Statement of Work**
**Contract Term:** 2018-2020

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

**Local Health Jurisdiction Name:** Pacific County Public Health & Human Services Department

**Contract Number:** CLH18256

**SOW Type:** Revision

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

**Period of Performance:** January 1, 2018 through September 30, 2019

**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 period from September 30, 2018 to September 30, 2019 for continuation of MCHBG related activities.

### Chart of Accounts Program Name or Title

<table>
<thead>
<tr>
<th>CFDA #</th>
<th>BARS Revenue Code</th>
<th>Master Index Code</th>
<th>Funding Period (LHJ Use Only)</th>
<th>Current Consideration</th>
<th>Change Increase (+)</th>
<th>Total Consideration</th>
</tr>
</thead>
<tbody>
<tr>
<td>FFY18 MCHBG LHJ CONTRACTS</td>
<td>93.994</td>
<td>333.93.99</td>
<td>78120281</td>
<td>01/01/18</td>
<td>09/30/18</td>
<td>28,226</td>
</tr>
<tr>
<td>FFY19 MCHBG LHJ CONTRACTS</td>
<td>93.994</td>
<td>333.93.99</td>
<td>78120291</td>
<td>10/01/18</td>
<td>09/30/19</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Task Number, Task/Activity/Description, *May Support PHAB Standards/Measures, Deliverables/Outcomes, Due Date/Time Frame, Payment Information and/or Amount

**Maternal and Child Health Block Grant (MCHBG) Administration**

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.
- Due Date/Time Frame: September 30, 2018
- Payment Information and/or Amount: 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.


- Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.
- Due Date/Time Frame: May 26, 2018

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.
- Due Date/Time Frame: September 5, 2018
<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>*May Support PHAB Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1d</td>
<td>Report actual expenditures for October 1, 2018 through March 31, 2019</td>
<td></td>
<td>Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.</td>
<td>May 24, 2019</td>
<td>See Program Specific Requirements and Special Billing Requirements.</td>
</tr>
<tr>
<td>1e</td>
<td>Develop 2019-2020 MCHBG Budget Workbook for October 1, 2019 through September 30, 2020 using DOH provided template.</td>
<td></td>
<td>Submit MCHBG Budget Workbook to DOH contract manager</td>
<td>September 5, 2019</td>
<td></td>
</tr>
<tr>
<td>1f</td>
<td>Report actual expenditures for October 1, 2017 through September 30, 2018</td>
<td></td>
<td>Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.</td>
<td>November 30, 2018</td>
<td></td>
</tr>
</tbody>
</table>

**MCHBG Assessment and Evaluation**

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>*May Support PHAB Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2a</td>
<td>Participate in project evaluation activities developed and coordinated by DOH, as requested.</td>
<td></td>
<td>Documentation using report template provided by DOH</td>
<td>September 30, 2018</td>
<td>Reimbursement for actual costs, not to exceed total funding consideration.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>September 30, 2019</td>
<td></td>
</tr>
<tr>
<td>2b</td>
<td>Report program level strategy measure data (CSHCN, UDS, ACEs).</td>
<td></td>
<td>Documentation using report template provided by DOH</td>
<td>January 15, 2018</td>
<td>See Program Specific Requirements and Special Billing Requirements.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>April 15, 2018</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>July 15, 2018</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>October 15, 2018</td>
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<td></td>
<td></td>
<td></td>
<td>January 15, 2019</td>
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<td></td>
<td></td>
<td></td>
<td>April 15, 2019</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>July 15, 2019</td>
<td></td>
</tr>
<tr>
<td>2c</td>
<td>Conduct a Maternal and Child Health (MCH) Needs Assessment.</td>
<td></td>
<td>Submit Needs Assessment documentation to DOH contract manager using templates provided by DOH</td>
<td>May 24, 2019</td>
<td></td>
</tr>
</tbody>
</table>

**MCHBG Implementation**

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>*May Support PHAB Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3a</td>
<td>Develop 2018-2019 MCHBG Action Plan for October 1, 2018 through September 30, 2019 using DOH provided template.</td>
<td></td>
<td>Submit MCHBG Action Plan to DOH contract manager</td>
<td>Draft August 17, 2018</td>
<td>Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Final September 5, 2018</td>
<td></td>
</tr>
<tr>
<td>3b</td>
<td>Report activities and outcomes of 2017-2018 MCHBG Action Plan using DOH-provided template.</td>
<td></td>
<td>Submit Action Plan monthly reports to DOH contract manager</td>
<td>Monthly, on or before the 15th of the following month</td>
<td></td>
</tr>
<tr>
<td>Task Number</td>
<td>Task/Activity/Description</td>
<td>*May Support PHAB Standards/Measures</td>
<td>Deliverables/Outcomes</td>
<td>Due Date/Time Frame</td>
<td>Payment Information and/or Amount</td>
</tr>
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<td>----------------------------------</td>
</tr>
<tr>
<td>3d</td>
<td>Report activities and outcomes of 2018-2019 MCHBG Action Plan using DOH-provided template.</td>
<td></td>
<td>Submit Action Plan monthly reports to DOH contract manager</td>
<td>Monthly, on or before the 15th of the following month</td>
<td></td>
</tr>
</tbody>
</table>

**Children with Special Health Care Needs (CSHCN)**

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>*May Support PHAB Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4a</td>
<td>Complete Child Health Intake Form (CHIF) using the CHIF Automated System on all infants and children served by the CSHCN Program as referenced in CSHCN Program Manual. Ensure client data is collected on all children served by CSHCN contractors, including neurodevelopmental centers, regional maxillofacial coordinators, and the DOH Newborn Screening Program.</td>
<td></td>
<td>Submit CHIF data into Secure File Transport (SFT) website: <a href="https://sft.wa.gov">https://sft.wa.gov</a></td>
<td>January 15, 2018 April 15, 2018 July 15, 2018 October 15, 2018 January 15, 2019 April 15, 2019 July 15, 2019</td>
<td>Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period. See Program Specific Requirements and Special Billing Requirements.</td>
</tr>
<tr>
<td>4b</td>
<td>Administer requested DOH Diagnostic and Treatment funds for infants and children per CSHCN Program Manual when funds are used.</td>
<td></td>
<td>Submit completed Health Services Authorization forms and Central Treatment Fund requests directly to the CSHCN Program as needed.</td>
<td>30 days after forms are completed</td>
<td></td>
</tr>
<tr>
<td>4c</td>
<td>Participate in the CSHCN Regional System and quarterly meetings as described in the CSHCN Program Manual Focus of Work.</td>
<td></td>
<td>Submit Action Plan monthly reports including number of regional meetings attended to the DOH contract manager.</td>
<td>Monthly, on or before the 15th of the following month</td>
<td></td>
</tr>
<tr>
<td>4d</td>
<td>Develop and update CYSHCN County Resource List and share with partners as described in the CSHCN Focus of Work.</td>
<td></td>
<td>Submit completed resource list electronically to the DOH contract manager.</td>
<td>September 30, 2019</td>
<td></td>
</tr>
</tbody>
</table>

*For Information Only:*

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

**Program Specific Requirements/Narrative**

Exhibit A, Statements of Work
Revised as of July 16, 2018
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.


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.

Special Billing Requirements
Payment is contingent upon DOH receipt and approval of all deliverables and an acceptable A19-1A invoice voucher. Payment to completely expend the “Total Consideration” for a specific funding period will not be processed until all deliverables are accepted and approved by DOH. Invoices must be submitted monthly by the 30th of each month following the month in which the expenditures were incurred and must be based on actual allowable program costs. Billing for services on a monthly fraction of the “Total Consideration” will not be accepted or approved.
DOH Program Name or Title: Office of Emergency Preparedness & Response - Effective July 1, 2018

SOW Type: Original Revision # (for this SOW)

Period of Performance: July 1, 2018 through June 30, 2019

Statement of Work Purpose: The purpose of this statement of work is to establish the funding and tasks for the Public Health Emergency Preparedness and Response program for the 2018 grant period.

Revision Purpose: N/A

<table>
<thead>
<tr>
<th>Chart of Accounts Program Name or Title</th>
<th>CFDA #</th>
<th>BARS Revenue Code</th>
<th>Master Index Code</th>
<th>Funding Period (LHJ Use Only) Start Date</th>
<th>End Date</th>
<th>Current Consideration</th>
<th>Change Increase (+)</th>
<th>Total Consideration</th>
</tr>
</thead>
<tbody>
<tr>
<td>FFY18 EPR PHEP BP1 SUPP LHJ FUNDING</td>
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<td>333.93.06</td>
<td>18101580</td>
<td>07/01/18</td>
<td>06/30/19</td>
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</tr>
<tr>
<td>TOTALS</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>24,725</td>
<td>24,725</td>
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</table>

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>*May Support PHAB Standards/Measure</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FFY18 EPR PHEP BP1 SUPP LHJ FUNDING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Reimbursement for actual costs not to exceed total funding consideration amount.</td>
</tr>
<tr>
<td>1</td>
<td>Attend emergency preparedness events, (e.g. trainings, meetings, conference calls, and conferences) as necessary to advance LHJ preparedness or complete the deliverables in this statement of work.</td>
<td></td>
<td>Submit summary on the mid-year and end of year progress report.</td>
<td>December 31, 2018 and June 28, 2019</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Complete reporting templates as requested by DOH to comply with program and federal grant requirements (e.g. performance measures, gap analysis, mid-year and end-of-year reporting templates, etc.)</td>
<td></td>
<td>Submit completed templates to DOH</td>
<td>Upon request by DOH</td>
<td></td>
</tr>
<tr>
<td>Task Number</td>
<td>Task/Activity/Description</td>
<td>*May Support PHAB Standards/Measures</td>
<td>Deliverables/Outcomes</td>
<td>Due Date/Time Frame</td>
<td>Payment Information and/or Amount</td>
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</tr>
<tr>
<td>3</td>
<td>Training &amp; Evaluation:&lt;br&gt;3.1) Provide training for appropriate staff who serve in the Emergency Operations Center (EOC) and the Emergency Support Function #8 (ESF#8) role on the Incident Command System, ESF#8 response plans and policies. &lt;br&gt;3.2) Participate in an evaluation of response capabilities based on a standard evaluation tool created by DOH.</td>
<td>Submit summary on the mid-year and end of year progress report. &lt;br&gt;Agendas and sign in sheets, including attendee signatures and contact information, for trainings conducted &lt;br&gt;Document participation in evaluation on midyear and end of year progress report.</td>
<td>December 31, 2018 and June 28, 2019 &lt;br&gt;June 28, 2019 &lt;br&gt;June 28, 2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Develop a decision making protocol to support the Local Health Officer and the Public Health Administrator in making policy level decisions during an emergency. &lt;br&gt;Note: DOH can provide templates for the LHJ to use as a guide for protocol development.</td>
<td>Submit mid-year and end-of-year progress reports &lt;br&gt;Submit decision making protocol to DOH</td>
<td>December 31, 2018 and June 28, 2019 &lt;br&gt;June 28, 2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Maintain Washington Secure Electronic Communication, Urgent Response and Exchange System (WASECURES) program as the primary emergency notification system within the LHJ and include all critical LHJ positions as registered users. &lt;br&gt;4.1) Conduct a notification drill using WASECURES. &lt;br&gt;Note: Registered users must log in quarterly at a minimum. DOH will provide on-site technical assistance to LHJs, as needed, on utilizing WASECURES. LHJs may choose to utilize other notification systems in addition to WASECURES to alert staff during incidents.</td>
<td>Submit mid-year and end-of-year progress reports &lt;br&gt;Submit list of registered users to include their title and role in the emergency response plan. &lt;br&gt;Submit results of notification drill.</td>
<td>December 31, 2018 and June 28, 2019 &lt;br&gt;June 28, 2019 &lt;br&gt;June 28, 2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Participate in training on situational awareness during an incident.</td>
<td>Submit mid-year and end-of-year progress reports &lt;br&gt;Agendas and sign in sheets, including attendee signatures and contact information, for trainings conducted.</td>
<td>December 31, 2018 and June 28, 2019 &lt;br&gt;June 28, 2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task Number</td>
<td>Task/Activity/Description</td>
<td>*May Support PHAB Standards/Measures</td>
<td>Deliverables/Outcomes</td>
<td>Due Date/Time Frame</td>
<td>Payment Information and/or Amount</td>
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<td>-------------</td>
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<td>-------------------------------------------------------------------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>7</td>
<td>Review and, if necessary, update plan to request, receive and dispense medical countermeasures. Plans should include the addresses of all local distribution sites (Hub) identified by the LHJ. Note: Not all LHJs require a distribution site; LHJs may partner with others to create a centralized distribution location.</td>
<td></td>
<td>Submit mid-year and end-of-year progress reports. Submit updated plan to request, receive and dispense medical countermeasures.</td>
<td>December 31, 2018 and June 28, 2019</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Provide notification to the DOH Duty Officer at 360-888-0838 or <a href="mailto:hanalert@doh.wa.gov">hanalert@doh.wa.gov</a> for all response incidents involving utilization of emergency response plans (ERPs) and structures.</td>
<td></td>
<td>Submit mid-year and end-of-year progress reports. Documentation that notification to DOH was provided; or statement that no incident response occurred.</td>
<td>December 31, 2018 and June 28, 2019</td>
<td>June 28, 2019</td>
</tr>
<tr>
<td>9</td>
<td>Provide LHJ situation reports to DOH during all incidents involving an emergency response by the LHJ.</td>
<td></td>
<td>Submit mid-year and end-of-year progress reports. Submit Situation Reports.</td>
<td>December 31, 2018 and June 28, 2019</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Submit essential elements of information (EEIs) during incident response upon request by DOH.</td>
<td></td>
<td>Submit mid-year and end-of-year progress reports. Provide information upon request.</td>
<td>December 31, 2018 and June 28, 2019</td>
<td>Upon request by DOH</td>
</tr>
<tr>
<td>11</td>
<td>Participate in the regional healthcare coalition (HCC) and attend coalition meetings as necessary.</td>
<td></td>
<td>Submit mid-year and end-of-year progress reports. Provide a summary of participation in coalition activities.</td>
<td>December 31, 2018 and June 28, 2019</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>For all LHJs that have identified a Hub for receipt of medical countermeasures from DOH during disasters:</td>
<td></td>
<td>Submit mid-year and end-of-year progress reports. Documentation of participation in the exercise.</td>
<td>December 31, 2018 and June 28, 2019</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Participate in the 2019 T-Rex medication distribution exercise by receiving a shipment of exercise medications from DOH at the designated local Hub.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- LHJ are not required to test dispensing, transportation, or redistribution during the T-Rex exercise.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
*For Information Only:
Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at:

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

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.

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/retrieveCFR?gp=1&SID=58ffddbb5363a27f26e9d12cece462549&ty=HTML&h=1&me=true&c=PART&m=pt2.1.200#se2.1.200_1439

DOH Program Contact
Jennifer Albertson, Contract and Finance Specialist
Department of Health
P O Box 47960, Olympia, WA 98504-7960
360-236-4596 / jennifer.albertson@doh.wa.gov
**AMENDMENT #4**

**Exhibit A**
**Statement of Work**
**Contract Term:** 2018-2020

**DOH Program Name or Title:** Office of Immunization & Child Profile-Perinatal Hepatitis B - Effective July 1, 2018

**Local Health Jurisdiction Name:** Pacific County Public Health & Human Services Department

**Contract Number:** CLH18256

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

**Period of Performance:** July 1, 2018 through June 30, 2019

**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 correct the Chart of Accounts Program Name/Title and the Master Index Code.

### Chart of Accounts Program Name or Title

<table>
<thead>
<tr>
<th>CFDA #</th>
<th>BARS Revenue Code</th>
<th>Master Index Code</th>
<th>Funding Period (LHJ Use Only)</th>
<th>Current Consideration</th>
<th>Change Consideration</th>
<th>Total Consideration</th>
</tr>
</thead>
<tbody>
<tr>
<td>FFY18 PPHF Ops</td>
<td>93.268</td>
<td>333.93.26</td>
<td>74310284</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>500</td>
</tr>
<tr>
<td>FFY17 PPHF Ops</td>
<td>93.268</td>
<td>333.93.26</td>
<td>74310274</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>500</td>
<td>0</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Task Number | Task/Activity/Description | *May Support PHAB Standards/Measures | Deliverables/Outcomes | Due Date/Time Frame | Payment Information and/or Amount

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:
   - Identification of hepatitis B surface antigen (HBsAg)-positive pregnant women and pregnant women with unknown HBsAg status.
   - Reporting of HBsAg-positive women and their infants.
   - 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 the 3-dose hepatitis B vaccine series, and post vaccination serologic testing.

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.
<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>*May Support PHAB Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>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.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*For Information Only:*
Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: [http://www.phabor.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf](http://www.phabor.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 by DOH as required by P.L. 109-282.

Staffing Requirements

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

**DOH Contract Manager**
Tawney Harper, MPA
Budget and Operations Manager
Office of Immunization and Child Profile
Department of Health
PO Box 47843, Olympia WA 98504-7843
tawney.harper@doh.wa.gov, 360-236-3525

**DOH Program Contact**
Steffen Burney
Perinatal Hepatitis B Coordinator
Office of Immunization and Child Profile
Department of Health
PO Box 47843, Olympia, WA 98504-7843
steffen.burney@doh.wa.gov, 360-236-3569

**DOH Fiscal Contact**
Vanessa Mojica
Special Projects Coordinator
Office of Immunization and Child Profile
PO Box 47843, Olympia WA 98504-7843
vanessa.mojica@doh.wa.gov, 360-236-3802
DOH Program Name or Title: OICP-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2018

Local Health Jurisdiction Name: Pacific County Public Health & Human Services Department

Contract Number: CLH18256

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

Period of Performance: July 1, 2018 through June 30, 2019

Statement of Work Purpose: The purpose of this statement of work is to contract with local health to conduct activities to improve immunization coverage rates.

Revision Purpose: The purpose of this revision is to correct the Chart of Accounts Program Name/Title and the Master Index Code.

---

<table>
<thead>
<tr>
<th>Chart of Accounts Program Name or Title</th>
<th>CFDA #</th>
<th>BARS Revenue Code</th>
<th>Master Index Code</th>
<th>Funding Period (LHJ Use Only) Start Date</th>
<th>End Date</th>
<th>Current Consideration</th>
<th>Change None</th>
<th>Total Consideration</th>
</tr>
</thead>
<tbody>
<tr>
<td>FFY18 Increasing Immzs Rates ConsCons</td>
<td>93.268</td>
<td>333.93.26</td>
<td>74310285</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>5,600</td>
<td>-5,600</td>
<td>0</td>
</tr>
<tr>
<td>FFY17 Increasing Immunization Rates</td>
<td>93.268</td>
<td>333.93.26</td>
<td>74310276</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>0</td>
<td>5,600</td>
<td>5,600</td>
</tr>
<tr>
<td>TOTALS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,600</td>
<td>0</td>
<td>5,600</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>*May Support PHAB Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Develop a proposal to improve immunization coverage rates for a target population by increasing promotion activities and collaborating with community partners. The proposal must meet guidelines outlined in the Local Health Jurisdiction Funding Opportunity, Promotion of Immunizations to Increase Vaccination Rates announcement.</td>
<td>[Blank]</td>
<td>Written proposal and a report that shows starting immunization rates for the target population</td>
<td>August 1, 2018</td>
<td>Reimbursement for actual costs incurred, not to exceed total funding consideration amount. See Restrictions on Funds below.</td>
</tr>
<tr>
<td>2</td>
<td>Upon approval of proposal, implement the plan to increase immunization coverage rates with the target population identified.</td>
<td>[Blank]</td>
<td>Written report describing the progress made on reaching milestones for activities identified in the plan (template will be provided)</td>
<td>November 30, 2018</td>
<td>Reimbursement for actual costs incurred, not to exceed total funding consideration amount. See Restrictions on Funds below.</td>
</tr>
</tbody>
</table>

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Exhibit A, Statements of Work
Revised as of July 16, 2018
### Task 3
Conduct an evaluation of the interventions implemented.

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>May Support PHAB Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td></td>
<td>Final written report, including a report showing ending immunization rates for the target population (template will be provided)</td>
<td>June 15, 2019</td>
<td>Reimbursement for actual costs incurred, not to exceed total funding consideration amount. See Restrictions on Funds below</td>
<td></td>
</tr>
</tbody>
</table>

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**Program Specific Requirements/Narrative**
Tasks in this statement of work may not be subcontracted without prior written approval from DOH OICP.

**Special Requirements**
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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.

**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.

**Other**
Deliverables may be sent electronically via email to oicpcontracts@doh.wa.gov, by fax to 360-236-3590, or by mail to PO Box 47843, Olympia WA 98504-7843

**DOH Program Contact**
Tawney Harper, MPA
Budget and Operations Manager
Office of Immunization and Child Profile
Department of Health
PO Box 47843, Olympia WA 98504-7843
tawney.harper@doh.wa.gov / 360-236-3525

**DOH Fiscal Contact**
Vanessa Mojica
Special Projects Coordinator
Office of Immunization and Child Profile
Department of Health
PO Box 47843, Olympia WA 98504-7843
vanessa.mojica@doh.wa.gov / 360-236-3802

Exhibit A, Statements of Work
Revised as of July 16, 2018
Exhibit A
Statement of Work
Contract Term: 2018-2020

DOH Program Name or Title: Supplemental Nutrition Assistance Program-Education - Effective January 1, 2018

Local Health Jurisdiction Name: Pacific County Public Health & Human Services Department

Contract Number: CLH18256

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

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

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 (Food Stamps) will make healthy food choices within a limited budget and choose active lifestyles consistent with the current USDA dietary guidance system.

Revision Purpose: The purpose of this revision is to shorten the Period of Performance from 09/30/20 to 09/30/18 and revise deliverable due dates.

### Chart of Accounts Program Name or Title

<table>
<thead>
<tr>
<th>Program Name or Title</th>
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<th>Funding Period (LHJ Use Only)</th>
<th>Current Consideration</th>
<th>Change None</th>
<th>Total Consideration</th>
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<tbody>
<tr>
<td>FFY18 CSS IAR SNAP ED PROG MGNT</td>
<td>10.561</td>
<td>333.10.56</td>
<td>76211981</td>
<td>01/01/18 09/30/18</td>
<td>54,596</td>
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<td>FFY17 CSS IAR SNAP ED PROG MGNT CF</td>
<td>10.561</td>
<td>333.10.56</td>
<td>76211971</td>
<td>01/01/18 09/30/18</td>
<td>7,990</td>
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<td>TOTALS</td>
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<td>62,586</td>
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<td>62,586</td>
</tr>
</tbody>
</table>

### Task Number | Task/Activity/Description | *May Support PHAB Standards/Measures | Deliverables/Outcomes | Due Date/Time Frame | Payment Information and/or Amount
|---------------|-----------------------------|----------------------------------|----------------------|-------------------|-----------------------------------------------|
| 1.0 | For SNAP-Ed, the LHJ will perform work as described in LHJ's approved FFY18 SNAP-Ed project description and work plans approved by Department of Health (DOH), Department of Social and Health Services (DSHS), and United States Department of Agriculture (USDA) that was submitted to them via DOH email. | | • Project qualified target audiences reached.  
  • Project activities completed (direct education, PSE, etc.) noted in project plans and workbook.  
  • Required demographic data collected.  
  • Evaluation activities completed per the state evaluation team (pre and post surveys, PSE tracking, success stories etc.). | For the Period: 01/01/18-09/30/18  
Due: per the approved work plan and no later than 09/30/18 | Reimbursement upon receipt and approval of deliverables for the funding period will not exceed $62,586. Pacific County Health & Human Services Department will be paid the allowable costs incurred based on their approved budget and program allowability. See |
<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>*May Support PHAB Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.0</td>
<td>Quarterly Progress Reports&lt;br&gt;The following data is to be collected and submitted within DOH provided form/system:&lt;br&gt;1. Project major achievements&lt;br&gt;2. Project major challenges&lt;br&gt;3. If projects are running on time with original timeline? If not, why, and how will LHJ correct the timeline?&lt;br&gt;4. Any policy, system, and environmental (PSE) progress&lt;br&gt;5. Any success stories to date</td>
<td>Submit Quarterly Progress Report for all SNAP-Ed projects within the DOH approved form/system.</td>
<td>Quarterly Progress Reports due:&lt;br&gt;• 2nd quarter report for the work completed during 01/01/18 to 03/31/18. <strong>Final Due:</strong> COB 04/06/18.</td>
<td>See payment information as referenced in task number 1.0.</td>
<td></td>
</tr>
<tr>
<td>Task Number</td>
<td>Task/Activity/Description</td>
<td>*May Support PHAB Standards/Measures</td>
<td>Deliverables/Outcomes</td>
<td>Due Date/Time Frame</td>
<td>Payment Information and/or Amount</td>
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<td>o Race/ethnicity</td>
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<td>services and no later than one week after data is collected.</td>
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<td></td>
<td>o Gender</td>
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<td>o Age</td>
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<td></td>
<td>• % SNAP eligible per site</td>
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<td></td>
<td>• Setting type – school, church, etc.</td>
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<td></td>
<td>• Top Key Messages delivered per project</td>
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<td></td>
<td>LHJs are required to submit data electronically or within the template provided by DOH.</td>
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<tr>
<td>2.2</td>
<td><strong>Evaluation Data and Reports</strong></td>
<td></td>
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<tr>
<td></td>
<td>The following evaluation activities* and information is required for all projects based on your approved project/plan</td>
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<tr>
<td></td>
<td>• Formative</td>
<td></td>
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<tr>
<td></td>
<td>• Process</td>
<td></td>
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<tr>
<td></td>
<td>• PSE</td>
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<tr>
<td></td>
<td>• Outcome</td>
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<tr>
<td></td>
<td>• Qualitative</td>
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<tr>
<td></td>
<td><strong>Please Note:</strong> the deliverables may change based on state evaluation team requirements.</td>
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<tr>
<td></td>
<td>1. Collect and report any formative and process data completed based on approved project plan.</td>
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<tr>
<td></td>
<td>2. Submit PSE progress and outcomes based on approved project plan.</td>
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</tr>
<tr>
<td></td>
<td>3. Conduct and submit/mail pretest surveys for each project class series.</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>4. Conduct and submit/mail posttest surveys for each project class series.</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>5. Capture and submit qualitative (success stories, pictures) information per your approved work plan.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. <strong>Due:</strong> Submit within Quarterly reporting listed above in task 2.0.</td>
<td></td>
<td></td>
<td></td>
<td>See payment information as referenced in task number 1.0.</td>
</tr>
<tr>
<td></td>
<td>2. <strong>Due:</strong> quarterly</td>
<td></td>
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<tr>
<td></td>
<td>• 2nd quarter due by 04/06/18</td>
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<tr>
<td></td>
<td>• 3rd quarter due by 07/06/18</td>
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<tr>
<td></td>
<td>• Final report for all other work due 09/21/18.</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>3. <strong>Due:</strong> Within 30 days after completed. Submit all pretests surveys/data when they are completed for a specific project.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. <strong>Due:</strong> Within 30 days after completed. Submit all posttest surveys/data when they are completed for a specific project.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>5. <strong>Due:</strong> Submit within Quarterly reporting listed above in task 2.0 along with photo releases.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task Number</td>
<td>Task/Activity/Description</td>
<td>*May Support PHAB Standards/Measures</td>
<td>Deliverables/Outcomes</td>
<td>Due Date/Time Frame</td>
<td>Payment Information and/or Amount</td>
</tr>
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<td>--------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>3.0</td>
<td>Civil Rights Training&lt;br&gt; All staff must be trained each fiscal year in civil rights.</td>
<td></td>
<td>Submit documentation showing Civil Rights training was completed for all SNAP-Ed paid staff. Documentation must include: &lt;ul&gt;&lt;li&gt;Training and source&lt;/li&gt;&lt;li&gt;Who attended&lt;/li&gt;&lt;li&gt;Date completed&lt;/li&gt;&lt;/ul&gt;</td>
<td>Due: 12/31/18</td>
<td>See payment information as referenced in task number 1.0.</td>
</tr>
<tr>
<td>3.1</td>
<td>Other Agency Training&lt;br&gt; The following trainings are required for all agencies: &lt;ul&gt;&lt;li&gt;Fiscal – fiscal lead and coordinator&lt;/li&gt;&lt;li&gt;Data collection and reporting – coordinator and program staff who are reporting data&lt;/li&gt;&lt;/ul&gt;</td>
<td>It is required that all staff making any SNAP-Ed purchases or reporting data be trained.</td>
<td>Fiscal and Data reporting training completed.</td>
<td>Due: New staff trained within 30 days of starting SNAP-Ed activities and again at least once every five years. If the data collection system changes in FFY18 every staff member entering data into the electronic system will be required to take training on the new system.</td>
<td>See payment information as referenced in task number 1.0.</td>
</tr>
<tr>
<td>4.0</td>
<td>SNAP-Ed Inventory List&lt;br&gt; Keep an up-to-date inventory list that includes all non-capital equipment, purchased curriculum, and other SNAP-Ed paid items that are not disposable. This list should include items purchased in prior fiscal years and be updated yearly.</td>
<td></td>
<td>SNAP-Ed inventory list.</td>
<td>Due: Yearly, at the time of a fiscal monitoring and/or site visit.</td>
<td>See payment information as referenced in task number 1.0.</td>
</tr>
<tr>
<td>5.0</td>
<td>SNAP-Ed A19 Invoices&lt;br&gt; Use the A19-1A specific to SNAP-Ed program. This document was sent to all LHJ’s prior to October 2017.</td>
<td></td>
<td>Submit SNAP-Ed A19 invoices and detailed ledger supporting the costs to be reviewed by SNAP-Ed program before approval of payment. Documentation of all costs incurred shall be accompanied by an agency financial system report. If LHJ does not have a financial reporting system, LHJ must check with the DOH SNAP-Ed program for further guidance.</td>
<td>Due: Monthly - Submit invoices to DOH no later than 30 days after the end of the preceding month. (e.g. October A19 invoice submitted no later than November 30 and so on…) &lt;br&gt; <strong>Final invoice is due</strong> &lt;br&gt; 10/30/18</td>
<td>See payment information as referenced in task number 1.0.</td>
</tr>
</tbody>
</table>
*For Information Only:
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Program Specific Requirements/Narrative

Special Requirements:
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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.

Travel
The LHJ 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

Curriculum Requirements
Agencies are expected to communicate with, respond to, and comply with all state curriculum team requests, sites visits, approved curriculum list, and curriculum fidelity findings.

Program Manual, Handbook, Policy References:
Records - Record Retention and Management-State Agency and All Sub-grantees 7CFR 272.2
SNAP-Ed regulations require that all records be retained for six years from fiscal closure. This requirement applies to fiscal records, reports and client information. Supporting documentation may be kept at the sub-grantee level, but shall be available for review for six years from the date of quarterly claim submittal. Any costs that cannot be substantiated by source documents will be disallowed as charges to SNAP.

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

Annual Civil Rights Training Requirement (see FNS 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. The local governmental agency, Indian Tribal Organization or non-Governmental Agency are responsible for training their subrecipients, 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 on an annual basis.”

Restrictions on Funds:
Amendments
Agencies must submit a request to DOH to amend a project plan and/or budget for prior approval whenever they wish to change the USDA-approved scope of activities and/or budget. All requests for amendments must be submitted no later than April 1, 2018.
* Please Note:
- No changes may be incorporated into the project plan until an amendment request is approved by DOH and/or USDA.
- Any requests submitted after April 1, 2018 will NOT be approved.

Overtime
Overtime is not billable in the DOH SNAP-Ed program unless it has been reviewed and preapproved by the state DOH SNAP-Ed program in advance and was approved in writing.

Budget Revisions
All changes to the budget must be pre-approved in writing by DOH SNAP-Ed.

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 LHJ within seven working days upon notice by the funding source of funding availability.

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

Monitoring Visits (frequency, type):
Audits
The LHJ must make State financial and program audits or reviews conducted by other entities available to the DOH, DSHS, USDA, or its designee.

Monitoring expectations
The LHJ’s premises and records will be made available upon request to DOH, DSHS, and USDA staff for the purposes of observing nutrition education activities and reviewing for program and fiscal compliance. All non-capital equipment and reusable educational materials should be tracked in an inventory list and available for review upon request.

SNAP-Ed Assurances:
- The LHJ is fiscally responsible for nutrition education activities funded with Supplemental Nutrition Assistance Program Education funds and is liable for repayment of unallowable costs.
- Efforts are made to target SNAP-Ed to the SNAP-Ed target audience.
- 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 circulars 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 or printed 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.

Exhibit A, Statements of Work
Revised as of July 16, 2018
Special Billing Requirements:
1. All invoices, billing and reimbursements must be in compliance with all applicable Federal laws, rules, regulations including the FFY18 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.
   a. Bills must be for only SNAP-Ed specific activities, using a DOH A19-1A Invoice voucher
   b. A SNAP-Ed specific A19-1A must be submitted to the agency’s designated DOH SNAP-Ed contract manager within 30 days of the last day of the month for which the work is being billed, OR
   c. An agency may request pre-approval to bill every two months instead, in which case, that agency is required to adhere to the billing due dates listed in Task 5 (see above).

3. NOTE: In FFY18 the SNAP-Ed program will deny payment for any costs not submitted by the due date without prior approval. If for ANY reason a LHI is unable to submit the SNAP-Ed A-19-1A on the due date, the LHI is required to submit a request for an exception to the DOH no later than seven 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.
   a. At the very least this means a copy of an agency’s financial expanded/detailed general ledger level report.
   b. Additionally, all receipts, timecards and other supporting documentation, as noted by USDA, must be available upon request.

5. PLEASE NOTE: If an agency is a new SNAP-Ed LHI or has had a fiscal finding, or does not submit adequate and/or accurate backup documentation within the last year, all SNAP-Ed backup documentation must be submitted with each bill and this requirement will continue until further notice by DOH SNAP-Ed program.

<table>
<thead>
<tr>
<th>BUDGET</th>
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<tbody>
<tr>
<td>Source</td>
</tr>
<tr>
<td>USDA</td>
</tr>
</tbody>
</table>

DOH Program Contact
Lindsey Surrell, SNAP-Ed Contract Manager
Department of Health
PO Box 47886
Olympia, WA 98504-7886
Lindsey.Surrell@doh.wa.gov
360-236-3708

DoH Fiscal Contact
Kim Henderson, Fiscal Analyst
Department of Health
PO Box 47886
Olympia, WA 98504-7886
Kim.Henderson@doh.wa.gov
360-236-3491

DOH Program Contact
Megan Harlan, SNAP-Ed Contract Manager
Department of Health
PO Box 47886
Olympia, WA 98504-7886
Megan.Harlan@doh.wa.gov
360-236-3704
DOH Program Name or Title: Supplemental Nutrition Assistance Program-Education - Effective October 1, 2018

SOW Type: Original

Period of Performance: October 1, 2018 through September 30, 2020

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 (Food Stamps) will make healthy food choices within a limited budget and choose active lifestyles consistent with the current USDA dietary guidance system.

Revision Purpose: N/A

<table>
<thead>
<tr>
<th>Chart of Accounts Program Name or Title</th>
<th>CFDA #</th>
<th>BARS Revenue Code</th>
<th>Master Index Code</th>
<th>Funding Period (LHJ Use Only)</th>
<th>Current Consideration</th>
<th>Change Increase (+)</th>
<th>Total Consideration</th>
</tr>
</thead>
<tbody>
<tr>
<td>FFY18 CSS IAR SNAP ED PROG MGNT CF</td>
<td>10.561</td>
<td>333.10.56</td>
<td>76211993</td>
<td>10/01/18 to 09/30/19</td>
<td>0</td>
<td>13,317</td>
<td>13,317</td>
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<tr>
<td>FFY19 CSS IAR SNAP ED PROG MGNT</td>
<td>10.561</td>
<td>333.10.56</td>
<td>76211991</td>
<td>10/01/18 to 09/30/19</td>
<td>0</td>
<td>66,587</td>
<td>66,587</td>
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<tr>
<td>TOTALS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>79,904</td>
<td>79,904</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Task #</th>
<th>Task/Activity/Description</th>
<th>*May Support PHAR Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>FFY19 Due Date/Time Frame</th>
<th>FFY20 Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
</table>
| 1.0    | For SNAP-Ed, the LHJ will perform work as described in their approved: 1. ####FFY19 SNAP-Ed project description and work plans approved by DOH, Department of Social and Health Services (DSHS), and United States Department of Agriculture (USDA) that was submitted to them via DOH email.  | - Project qualified target audiences reached  
- Project activities completed (# direct education, PSE, Etc.) noted in project plans and workbooks.  
- Required demographic data collected.  
- Evaluation activities completed per the implementing agency and state evaluation team (pre and post surveys, PSE)  | For the Period: 10/01/18 to 09/30/19  
Due: per the approved work plan and no later than 09/30/19 | For the Period: 10/01/19 to 09/30/20  
Due: per the approved work plan and no later than 09/30/20 | Reimbursement upon receipt and approval of deliverables for the funding period will not exceed $79,904.  
Pacific County Public Health and Human Services Department will be paid the allowable costs incurred based on their approved budget and program |
<table>
<thead>
<tr>
<th>Task/Activity/Description</th>
<th>Deliverables/Outcomes</th>
<th>FFY19 Due Date/Time Frame</th>
<th>FFY20 Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>• FFY 20 SNAP-Ed project description and work plans approved by DOH, Department of</td>
<td>tracking, success stories etc.)</td>
<td>FFY19 Quarterly Progress Reports due:</td>
<td>FFY20 Quarterly Progress Reports due:</td>
<td>allowability. See special billing requirements section. **NOTE: The SNAP-Ed program will deny payment for any costs not submitted by the due date and without prior DOH approval in writing.</td>
</tr>
<tr>
<td>Social and Health Services (DSHS), and United States Department of Agriculture (USDA)</td>
<td></td>
<td>• 1st quarter report for the work completed during 10/01/18 to 12/31/18.</td>
<td>• 1st quarter report for the work completed during 10/01/19 to 12/31/19.</td>
<td></td>
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<tr>
<td>that was submitted to them via DOH email.</td>
<td></td>
<td>Final Due: COB 01/10/19</td>
<td>Final Due: COB 01/10/20</td>
<td></td>
</tr>
<tr>
<td>2.0 Quarterly Progress Reports</td>
<td>Submit Quarterly Progress Report for all SNAP-Ed projects within the DOH approved form/system:</td>
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<tr>
<td>The following data is collected and submitted within DOH provided form/system:</td>
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<tr>
<td>1. Project major achievements.</td>
<td></td>
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<td>2. Project major challenges.</td>
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<tr>
<td>3. If projects are running on time with original timeline? If not why, and how will you correct the timeline?</td>
<td></td>
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<tr>
<td>4. Any PSE progress.</td>
<td></td>
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<td>5. Any success stories to date.</td>
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<tr>
<td>Task #</td>
<td>Task/Activity/Description</td>
<td>Deliverables/Outcomes</td>
<td>FFY19 Due Date/Time Frame</td>
<td>FFY20 Due Date/Time Frame</td>
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<td>------------------------------------------------------------------------------------------</td>
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<td>------------------------------------------------------------------------------------------</td>
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<tr>
<td>2.1</td>
<td><strong>Education and Administrative Reporting System (EARS) Data and Reports</strong></td>
<td>Submit EARS data for all project(s).</td>
<td>FFY19 data should be collected in real time and submitted to the state office by the following dates:</td>
<td>FFY20 data should be collected in real time and submitted to the state office by the following dates:</td>
</tr>
<tr>
<td></td>
<td>EARS data is required for each project and in order to count clients toward unduplicated direct reach. Required entry for the PEARs database includes, but is not limited to:</td>
<td>LHJs are required to collect and submit EARS data electronically or within a template provided by DOH.</td>
<td>- EARS data collected 10/01/19 to 09/13/19. <strong>Due:</strong> In real time and no later than one (1) week after services are provided.</td>
<td>- EARS data collected 10/01/19 to 09/13/20. <strong>Due:</strong> In real time and no later than one (1) week after services are provided.</td>
</tr>
<tr>
<td></td>
<td>• Unduplicated number of clients served per project.</td>
<td>Direct education and completed activities should be reported in real time. <strong>Real time =</strong> As you provide services and no later than one week after data is collected.</td>
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<td></td>
<td>• # unduplicated clients served per project based on the following:</td>
<td>PSE and partnerships (new or updates) may be reported quarterly.</td>
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<td></td>
<td>o Race/ethnicity</td>
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<td></td>
<td>o Gender</td>
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<td></td>
<td>o Age</td>
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<td></td>
<td>• % SNAP eligible per site</td>
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<td></td>
<td>• Setting type - school, church etc.</td>
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<td></td>
<td>• Top key messages delivered per project.</td>
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<td></td>
<td>• # partners</td>
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<td></td>
<td>• Partnership sectors</td>
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<td></td>
<td>This information is collected through the following modules in PEARs: Program Activity (direct education), Indirect Activity (indirect intervention channels), PSE, and Partnerships.</td>
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<tr>
<td>2.2</td>
<td><strong>Evaluation Data and Reports</strong></td>
<td>6. Collect and report any formative and process data completed based on approved project plan.</td>
<td>1–4. <strong>Due:</strong> At minimum quarterly.</td>
<td>1–4. <strong>Due:</strong> At minimum quarterly.</td>
</tr>
<tr>
<td></td>
<td>The following evaluation activities and information is required for all projects based on your approved project/plan</td>
<td>7. Submit PSE progress and outcomes based on approved project plan.</td>
<td>• 1st quarter report due by 01/10/19</td>
<td>• 1st quarter report due by 01/10/20</td>
</tr>
<tr>
<td></td>
<td>• Formative</td>
<td></td>
<td>• 2nd quarter report due by 04/11/19</td>
<td>• 2nd quarter report due by 04/11/20</td>
</tr>
<tr>
<td></td>
<td>• Process</td>
<td></td>
<td>• 3rd quarter report due by 07/11/19</td>
<td>• 3rd quarter report due by 07/11/20</td>
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<tr>
<td></td>
<td>• PSE</td>
<td></td>
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<td></td>
<td>• Outcome</td>
<td></td>
<td></td>
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<tr>
<td>Task #</td>
<td>Task/Activity/Description</td>
<td>*May Support PHAB Standards/Measures</td>
<td>Deliverables/Outcomes</td>
<td>FFY19 Due Date/Time Frame</td>
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<td>Qualitative Please Note: the deliverables may change based on state evaluation team requirements.</td>
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<td>8. Capture and submit qualitative (success stories, pictures, etc.) information in PEARS per your approved work plan.</td>
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<td>9. Submit a required release for all photos submitted.</td>
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<td>10. Conduct and submit/mail pretest surveys for each project class series.</td>
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<tr>
<td></td>
<td>11. Conduct and submit/mail posttest surveys for each project class series.</td>
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<td></td>
<td>Civil Rights All staff must be trained each fiscal year in civil rights.</td>
<td>Submit documentation showing Civil Rights training was completed for all SNAP-Ed paid staff. Documentation must include: • Training and source • Who attended • Date completed</td>
<td>Due: 12/31/19</td>
<td>Due: 12/31/20</td>
</tr>
<tr>
<td>3.0</td>
<td>Other Agency Training The following trainings are required for all agencies: • Fiscal – fiscal lead, coordinator, and any staff who will purchase items for the SNAP-Ed program. • Data collection and reporting – coordinator and program staff who are reporting data.</td>
<td>Fiscal and Data reporting training completed.</td>
<td>Due: New staff trained within 30 days of starting SNAP-Ed activities and again at least once every five years. If the data collection system changes in FFY19 every staff member entering data into the electronic system will be required to take training on new expectations or system changes.</td>
<td>Due: New staff trained within 30 days of starting SNAP-Ed activities and again at least once every five years. If the data collection system changes in FFY20 every staff member entering data into the electronic system will be required to take training on any new expectations or system changes.</td>
</tr>
<tr>
<td>Task #</td>
<td>Task/Activity/Description</td>
<td>*May Support PHAB Standards/Measures</td>
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<tr>
<td>4.0</td>
<td><strong>SNAP-Ed Inventory List</strong>&lt;br&gt;Keep an up-to-date inventory list that includes all non-capital equipment, purchased curriculum, and other SNAP-Ed paid items that are not disposable. This list should include items purchased in prior fiscal years and be updated yearly.</td>
<td></td>
<td>SNAP-Ed inventory list</td>
<td><strong>Due:</strong> Yearly, at the time of a fiscal monitoring and/or site visit. It can also be requested when deemed necessary.</td>
</tr>
<tr>
<td>5.0</td>
<td><strong>SNAP-Ed A19 Invoices</strong>&lt;br&gt;Use the A19-1A specific to the DOH SNAP-Ed program. This document will be sent to all LHJs prior to October 16th based on the current fiscal year.</td>
<td></td>
<td>Submit SNAP-Ed A19 invoices and detailed ledger supporting the costs to be reviewed by SNAP-Ed program before approval of payment.&lt;br&gt;Documentation of all costs incurred shall be accompanied by an agency financial system report. If your agency does not have a financial reporting system you must check with the SNAP-Ed program for further guidance.</td>
<td><strong>Due:</strong> Monthly - Submit invoices to DOH no later than 30 days after the end of the preceding month.&lt;br&gt;(E.g. October A19 invoice submitted no later than November 30 and so on...).&lt;br&gt;&lt;br&gt;&lt;strong&gt;Final invoice is due&lt;/strong&gt;&lt;br&gt;October 30, 2019&lt;br&gt;&lt;br&gt;&lt;strong&gt;Or&lt;/strong&gt;&lt;br&gt;&lt;br&gt;*If pre-approved in writing by contract manager, LHJ can submit invoices every two (2) months. Invoices must be received by DOH no later than dates listed below:&lt;br&gt;○ Oct and Nov due: 12/29/18&lt;br&gt;○ Dec and Jan due: 02/28/19&lt;br&gt;○ Feb and Mar due: 04/30/19&lt;br&gt;○ Apr and May due: 06/29/19&lt;br&gt;○ Jun and Jul</td>
</tr>
</tbody>
</table>
**For Information Only:**
Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf

**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 contractor must have a Data Universal Numbering System (DUNS®) number.

Information about the contractor and this statement of work will be made available on USAspending.gov by DOH as required by P.L. 109-282.

**Program Specific Requirements/Narrative**

**Staff Requirements**

Upon request by DOH, contractor 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.

**SNAP-Ed Assurances:** The following assurances must be followed (see program Guidance https://snaped.fns.usda.gov/national-snap-ed/snap-ed-plan-guidance-and-templates)

- The LIH is fiscally responsible for activities funded with Supplemental Nutrition Assistance Program Education funds and is liable for repayment of unallowable costs.
- Efforts are made to target SNAP-Ed to the SNAP-Ed target audience.
- 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.
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- 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.
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The LHJ must make State financial and program audits or reviews conducted by other entities available to the DOH, DSHS, USDA, or its designee.

Monitoring Expectations
The LHJ’s premises and records will be made available upon request to DOH, DSHS, and USDA staff for the purposes of observing program activities and reviewing for program and fiscal compliance. All non-capital equipment and reusable educational materials should be tracked in an inventory list and available for review upon request.

Curriculum Requirements
Agencies are expected to communicate with, respond to, and comply with all state curriculum team requests, sites visits, approved curriculum list, training and curriculum fidelity findings.

Any curriculum modifications should be developed and executed based on the most current curriculum modification guidance. Local Agencies must consult their DOH contract manager as directed. https://as3.wp.wsu.edu/uploads/sites/2090/2017/01/Guidance-for-Curriculum-Modification-FFY2018-Modified-10.9.17-PDF.pdf

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 LHJ is responsible for ensuring that indirect costs included in the LHJ’s SNAP-Ed plan are supported by an indirect rate and/or cost allocation plan approved by the appropriate agency. The LHJ cannot bill indirect costs that are determined to be unacceptable and will be disallowed.

Annual Civil Rights Training Requirement (see FNS 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 subrecipients, 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 on an annual basis.”

Records - Record Retention and Management-State Agency and All Sub-grantees 7CFR 272.2
SNAP-Ed regulations require that all records be retained for six (6) years from fiscal closure. This requirement applies to fiscal records, program reports, and client information (pre/post surveys, demographics etc.). Supporting documentation may be kept at the sub-grantee level, but shall be available for review for six (6) years from the date of quarterly claim submittal. Any costs that cannot be substantiated by source documents will be disallowed as charges to SNAP-Ed.

Travel
The LHJ 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

Amendments
Agencies should check with the DOH contract manager to know what kinds of changes they can make on their own and what changes require an amendment and pre-approval in writing. Agencies must submit a written amendment request to DOH, and receive written pre-approval from DOH, prior to making/implementing any changes within their project or budget. Any requests needing FNS approval must be submitted to DOH no later than April 1st of each fiscal year. If agencies are making smaller changes that do not require FNS approval, DOH can review those and make approvals on a case by case basis. All of these non FNS amendments should be submitted to DOH no later than July 16th of each fiscal year.

Overtime
Staff overtime is not billable in the DOH SNAP-Ed program unless it has been reviewed and preapproved by the state DOH SNAP-Ed program in advance and was 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 LHJ within seven (7) 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 agency’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 agency may request pre-approval to bill every two (2) months instead, in which case, that agency is required to adhere to the billing due dates listed in Task 5 (see above)

3. In FFY19 and FFY20 the SNAP-Ed program will deny payment for any costs not submitted by the due date without prior approval. If for ANY reason the LHJ is unable to submit the SNAP-Ed A19-1A on the due date, the LHJ is required to submit a request for an exception to the DOH no later than seven (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 an agency’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 an agency 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 SNAP-Ed program.
   - All new SNAP-Ed contractors within their 1st fiscal year.
   - Contractors with current fiscal findings.
   - Contractors who have not submitted adequate or accurate backup documentation within the last year.

<table>
<thead>
<tr>
<th>BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source</td>
</tr>
<tr>
<td>USDA</td>
</tr>
</tbody>
</table>

DOH Program Contact
Megan Harlan, SNAP-Ed Contract Manager
Department of Health
PO Box 47886, Olympia, WA 98504-7886
Megan.Harlan@doh.wa.gov / 360-236-3704

DOH Fiscal Contact
Kim Henderson, Fiscal Analyst
Department of Health
PO Box 47886, Olympia, WA 98504-7886
Kim.Henderson@doh.wa.gov / 360-236-3491
Exhibit A
Statement of Work
Contract Term: 2018-2020

DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2018

Local Health Jurisdiction Name: Pacific County Public Health & Human Services Department

Contract Number: CLH18256

SOW Type: Revision

Revision # (for this SOW): 2

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

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

Revision Purpose: The purpose of this revision is to add funds in the FFY18 CSS USDA BF Peer Counseling category and extend the funding period from 09/30/18 to 09/30/19 and add a Special Requirement.

### Chart of Accounts Program Name or Title

<table>
<thead>
<tr>
<th>CFDA #</th>
<th>BARS Revenue Code</th>
<th>Master Index Code</th>
<th>Funding Period (LHJ Use Only)</th>
<th>Current Consideration</th>
<th>Change Increase (+)</th>
<th>Total Consideration</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.557</td>
<td>333.10.55</td>
<td>76211280</td>
<td>01/01/18 - 09/30/18</td>
<td>84,230</td>
<td>0</td>
<td>84,230</td>
</tr>
<tr>
<td>10.557</td>
<td>333.10.55</td>
<td>76211290</td>
<td>10/01/18 - 09/30/19</td>
<td>101,240</td>
<td>0</td>
<td>101,240</td>
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<tr>
<td>10.557</td>
<td>TBD</td>
<td>TBD</td>
<td>10/01/19 - 09/30/20</td>
<td>101,240</td>
<td>0</td>
<td>101,240</td>
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<tr>
<td>10.557</td>
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<td>TBD</td>
<td>10/01/20 - 12/31/20</td>
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<td>0</td>
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<tr>
<td>10.557</td>
<td>333.10.55</td>
<td>76211286</td>
<td>01/01/18 - 09/30/19</td>
<td>10,955</td>
<td>3,652</td>
<td>14,607</td>
</tr>
<tr>
<td>TOTALS</td>
<td></td>
<td></td>
<td></td>
<td>322,975</td>
<td>3,652</td>
<td>326,627</td>
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</table>

### Task Number

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>*May Support PHAB Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>WIC Nutrition Program</td>
<td>7.2</td>
<td>Outcomes based on monthly participation data from state WIC caseload management reports.</td>
<td>See “Special Billing Requirements” below.</td>
<td></td>
</tr>
<tr>
<td>Task Number</td>
<td>Task/Activity/Description</td>
<td>*May Support PHAB Standards/Measures</td>
<td>Deliverables/Outcomes</td>
<td>Due Date/Time Frame</td>
<td>Payment Information and/or Amount</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------------------</td>
<td>-------------------------------------</td>
<td>-----------------------</td>
<td>---------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>1.2</td>
<td>Submit the annual Nutrition Services Plan for each year of the Contract.</td>
<td>9.2</td>
<td>Nutrition Services Plan</td>
<td>First year due 11/30/18  Second year due 11/30/19  Third year due 11/30/20</td>
<td>Payment withheld if not received by due date.</td>
</tr>
<tr>
<td>1.3</td>
<td>Submit the annual Nutrition Services Expenditure Report for each year of the Contract.</td>
<td>11.2</td>
<td>Nutrition Services Expenditure Report</td>
<td>First year due 11/30/18  Second year due 11/30/19  Third year due 11/30/20</td>
<td>Payment withheld if not received by due date.</td>
</tr>
<tr>
<td>1.4</td>
<td>Tell clients about other health services in the agency. If needed, develop written agreements with other health care agencies and refer clients to these services.</td>
<td>3.1</td>
<td>Documentation must be available for review by WIC monitor staff.</td>
<td>Biennial WIC monitor</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Provide nutrition education services to clients and caregivers in accordance with federal and state requirements.</td>
<td>3.1</td>
<td>Documentation must be available for review by WIC monitor staff.</td>
<td>Biennial WIC monitor</td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Issue WIC checks while assuring adequate check security and reconciliation.</td>
<td>11.2</td>
<td>Documentation must be available for review by WIC monitor staff.</td>
<td>Biennial WIC monitor</td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).</td>
<td>7.1</td>
<td>Documentation must be available for review by WIC monitor staff.</td>
<td>Biennial WIC monitor</td>
<td></td>
</tr>
<tr>
<td>1.8a</td>
<td>Submit WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract.</td>
<td>11.2</td>
<td>Budget Workbooks</td>
<td>First year due 09/30/18  Second year due 09/30/19  Third year due 09/30/20</td>
<td></td>
</tr>
<tr>
<td>1.8b</td>
<td>Revise and submit WIC Budget Workbook mid-year for each year of the contract.</td>
<td>11.2</td>
<td>Revised Budget Workbook</td>
<td>Mid-year revision due 04/30/18  Mid-year revision due 04/30/19</td>
<td></td>
</tr>
</tbody>
</table>

Authorized participating caseload for January 2018 through December 2020 = 440
<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task/Activity/Description</th>
<th>*May Support PHAB Standards/Measures</th>
<th>Deliverables/Outcomes</th>
<th>Due Date/Time Frame</th>
<th>Payment Information and/or Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Breastfeeding Promotion</td>
<td></td>
<td>Status report of chosen activities in Nutrition Services Plan.</td>
<td>First year due 11/30/18</td>
<td>See “Special Billing Requirements” below</td>
</tr>
<tr>
<td>2.1</td>
<td>Provide breastfeeding promotion and support activities in accordance with federal and state requirements</td>
<td>3.1</td>
<td>Documentation must be available for review by WIC monitor staff.</td>
<td>First year due 11/30/18</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects:</td>
<td>4.2</td>
<td>Status report of chosen activities in Nutrition Services Plan.</td>
<td>First year due 11/30/18</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Change worksite policies of employers who likely employ low income women</td>
<td></td>
<td>Documentation must be available for review by WIC monitor staff.</td>
<td>First year due 11/30/18</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Provide breastfeeding education to health care providers who serve low income pregnant and breastfeeding women</td>
<td></td>
<td></td>
<td>Biennial WIC monitor</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Work with birthing hospitals to improve maternity care practices that affect WIC client breastfeeding rates</td>
<td></td>
<td></td>
<td>Biennial WIC monitor</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Provide clients access to lactation consultants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Provide staff and community partners breastfeeding training</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other projects will need pre-approval from the State WIC Office.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Breastfeeding Peer Counseling Program</td>
<td></td>
<td>Breastfeeding Peer Counseling Annual Report and expenditures from the previous federal fiscal year.</td>
<td>First year due 12/31/18</td>
<td>See “Special Billing Requirements” below</td>
</tr>
<tr>
<td>3.1</td>
<td>Provide breastfeeding peer counseling program activities in accordance with federal and state requirements. The WIC Breastfeeding Peer Counseling Program is meant to enhance, not replace, WIC Breastfeeding Promotion and support activities.</td>
<td>3.1</td>
<td>Documentation must be available for review by WIC monitor staff.</td>
<td>First year due 12/31/18</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Biennial WIC monitor</td>
<td></td>
</tr>
<tr>
<td>Task Number</td>
<td>Task/Activity/Description</td>
<td>*May Support PHAB Standards/Measures</td>
<td>Deliverables/Outcomes</td>
<td>Due Date/Time Frame</td>
<td>Payment Information and/or Amount</td>
</tr>
<tr>
<td>-------------</td>
<td>------------------------------------------------------------------------------------------</td>
<td>--------------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>---------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>3.2</td>
<td>Track Breastfeeding Peer Counseling Program expenditures and bill separately from the WIC grant.</td>
<td></td>
<td>3.1 Documentation must be available for review by WIC monitor staff</td>
<td>Biennial WIC monitor</td>
<td></td>
</tr>
</tbody>
</table>

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

Program Specific Requirements/Narrative

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

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

Information about the LHJ and this statement of work will be made available on USAspending.gov by DOH as required by P.L. 109-282.

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

- WIC Federal Regulations, USDA, FNS 7CFR Part 246, 3016, 3017 and 3018
- Other directives issued during the term of the Contract

Staffing Requirements:
The LHJ must:

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

Restrictions on Funds:
The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs.
Monitoring Visits:
Program and fiscal monitoring are done on a Biennial (every two years) basis, and are conducted onsite.

The LHJ must maintain on file and have available for review, audit and evaluation:
1) All criteria used for certification, including information on income, nutrition risk eligibility and referrals
2) Program requirements
3) Nutrition education
4) All financial records

Definitions:
What is the WIC program?
(1) The WIC program in the state of Washington is administered by DOH.

(2) The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.

(3) Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, clients, persons acting on behalf of a client, and retailers. They are designed to promote:
   (a) High quality nutrition services;
   (b) Consistent application of policies and procedures for eligibility determination;
   (c) Consistent application of policies and procedures for food benefit issuance and delivery; and
   (d) WIC program compliance.

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

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

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

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

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

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

   DOH may enforce this by:
   1) Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
   2) Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by DOH), or
3) Assertion of a lien against the LHJ’s property.
c. Notify DOH immediately of any damage to Loaned Equipment.
d. Notify DOH prior to moving or replacing any Loaned Equipment.

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

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

a. “The LHJ hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the LHJ receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this Contract.

b. “By accepting this assurance, the LHJ agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the LHJ, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from DOH. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the LHJ.”

3. 7CFR Parts 3016, 3017, 3018
The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 7CFR part 3016, the debarment and suspension requirements of 7CFR part 3017, if applicable, the lobbying restrictions of 7CFR part 3018, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

Special Billing Requirements:

1. Definitions
   Contract Period: January 1, 2018 - December 31, 2020
   Contract Budget Period: The time period for which the funding is budgeted.
      - There are four federal budget periods
         January 1, 2018 through September 30, 2018;
         October 1, 2018 through September 30, 2019;
         October 1, 2019 through September 30, 2020;
         October 1, 2020 through December 31, 2020.

2. Billing Information
a. Billings are submitted on an A19-1A form, which is coded and provided by DOH prior to each federal fiscal budget period. Submit summary level financial data to support each individual program billing.
b. A19-1A forms are submitted monthly following the close of each calendar month or upon completion of services, before the end of the federal contract budget period.
c. Funds are allocated by budget categories (refer to Chart of Accounts Program names) and by state and federal budget periods (refer to the allocation sheet).
d. Expenses are incurred only during the budget period; no carry forward from previous time periods, or borrowing from future time periods is allowed. Advance payments are not allowed.

e. Payments for a budget period are limited to the amounts allocated for the budget period for each budget category.

f. Billings are based on actual costs, with back up documentation retained by the LHJ and available for inspection by DOH or other appropriate authorities.

g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 - Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Special Instructions:
The LHJ shall:

1) Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.

2) Provide, as necessary, a single audit in accordance with the provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires the LHJ to have a single audit performed should LHJ spend $750,000 or more of federal grants or awards from all sources. The LHJ is a subrecipient of federal funds.

3) Staff must use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC clients. For a list of allowable costs see Volume 2, Chapter 4 - Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC clients.

Special Requirements:

<table>
<thead>
<tr>
<th>Contract Funding Period</th>
<th>Time Period Special Requirement Funds Available</th>
<th>Amount</th>
<th>Description of Special Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 2018 - September 2018</td>
<td>January 2018 - September 2018</td>
<td>$10,955</td>
<td>Added in the USDA/WIC Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling program.</td>
</tr>
<tr>
<td>January 2018 - September 2018</td>
<td>January 2018 - September 2018</td>
<td>$8,300</td>
<td>Added in the USDA/WIC Program Management “Other” category to fund training and travel expenses for WIC staff to attend WIC-related trainings. This doesn’t include out of state trainings.</td>
</tr>
<tr>
<td>January 2018 - September 2019</td>
<td>October 2018 - December 2018</td>
<td>$3,652</td>
<td>Added in the CSS USDA BF Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling Program.</td>
</tr>
</tbody>
</table>

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

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

DOH Fiscal Contact
Danielle VanDerhoof, Fiscal Analyst
WIC Nutrition Program
PO Box 47886, Olympia, WA 98504-7886
Danielle.VanDerhoof@doh.wa.gov
360-236-3676 or 1-800-841-1410 x 3676

Exhibit A, Statements of Work
Revised as of July 16, 2018
MINUTES

9:00 AM
Tuesday, September 11, 2018
1216 W Robert Bush Drive
South Bend, Washington

CALLED TO ORDER – 9:01 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Kathy Spoor, County Administrative Officer
Paul Plakinger, Management & Fiscal Analyst
Andi Harland, Public Works Accounting Manager
Tim Crose, Community Development Director
James Worlton, Senior Public Records Coordinator
Mary Goelz, Health & Human Services Director

GENERAL PUBLIC IN ATTENDANCE - None

PUBLIC COMMENT - None

CONSENT AGENDA (Items 1-6)

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0
Subject to adequate budget appropriations and in accordance with all applicable county policies

Health & Human Services Department

Approve Amendment #10 to Contract #2011-13 DFC BBBS with Big Brothers Big Sisters of SW Washington adding funds for the mentoring program

Boards and Commissions

Approve the reappointment of John Bageant and Ron Black to another term on the Veterans Advisory Board

General Business

Confirm transfer of computer workstation from Clerk’s Office to Computer Services and rescind motion of August 28, 2018

Confirm letter of support for the City of Montesano and their Coastal Business Resources / Microenterprise Assistance Program proposal to the WA State Department of Commerce
Approve regular meeting minutes of August 14 and 28, 2018

Approve Vendor Claims; Warrants Numbered 143383 thru 143423 in the amount of $32,767.37

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve Contract, Performance & Payment Bonds and Insurance from Naselle Rock and Asphalt pertaining to the Upper Naselle Road Resurfacing Project and authorize release of bid bonds from Naselle Rock and Lakeside, subject to adequate budget appropriations

Approve Quit Claim Deed with Covenants, Conditions and Restrictions for Surfside Estates Accretions from Susan D. and Steven D. Koch & Yosemite Sam LLC and authorize Chair to sign

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve the School Nurse Contract with Naselle-Grays River School District for the 2018-19 school year

ITEMS REGARDING AUDITOR’S OFFICE

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve the NASPO ValuePoint FMV Lease Agreement with Pitney Bowes for lease of a new postage machine and support in the monthly amount of $74.87, plus applicable tax and authorize Chair to sign, subject to adequate budget appropriations

ITEMS REGARDING SHERIFF’S OFFICE

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Accept resignation of Susie Westerback, part-time Jail Cook and confirm her appointment to Casual Cook at a rate of $16.74/hr, effective September 14, 2018 and confirm the appointment of Joy Zielesch, part-time Jail Cook, at a rate of $14.95/hour, effective September 1, 2018, subject to adequate budget appropriations
ITEMS REGARDING JUVENILE COURT SERVICES

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve Amendment #1 to the Agreement for Detention of Pacific County Juveniles in Cowlitz County Juvenile Detention Facility and rescind motion of August 14, 2018 for the same, subject to adequate budget appropriations

ITEMS REGARDING GENERAL BUSINESS

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Confirm release of Request for Qualifications (RFQ) for BOE, Land Use and Board of Health Ordinances Hearing Examiner

Approve .09 Contract in the amount of $50,000 with the City of Ilwaco for implementation of Energy Efficiency Measures at the Waste Water Treatment Facility, subject to adequate budget appropriations

EXECUTIVE SESSION – None held

ITEMS REGARDING GENERAL BUSINESS

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve Vendor Claims, Warrants Numbered 143424 thru 143499 in the amount of $290,724.32, subject to adequate budget appropriations

Approve August, 2018 payroll; total: $802,059.63, total # of employees: 199

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Adopt Resolution 2018-039 amending Fees for Services performed by the Department of Community Development and Department of Public Works in support of Building, Environmental Health, and Land Use Review, and rescind Resolution 2018-024

RECESS – 9:09 AM

RECONVENED – 10:01 AM
PUBLIC HEARING
ATTENDANCE: Chair Olsen, Commissioner Wolfe, Commissioner Ayers
OTHERS: Kelsey Balensifer

At approximately 10:01 AM, Chair Olsen opened the public hearing to consider the Assembly Permit Application submitted by the Astoria-Warrenton Chamber of Commerce. Kelsey Balensifer stood and was sworn in.

Ms. Balensifer provided an overview of the event.

Chair Olsen closed the public hearing.

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve the Assembly Permit as submitted by the Astoria-Warrenton Chamber of Commerce for the Great Columbia Crossing Walk/Run to be held October 14, 2018 in accordance with Assembly Ordinance No. 35B and authorize Chair to sign

There being no further business to come before the Board the meeting was closed at approximately 10:05AM.

(Please refer to recording of the meeting for a more detailed discussion)
OTHER BUSINESS FOR FILING

Notice dated August 9, 2018, from the WA State Liquor and Cannabis Board regarding Special Occasion Liquor License for Lewis-Pacific Swiss Society.

Certificate of Coverage dated August 23, 2018, from Willapa Valley School District #160 for participation in the 2018 County Fair.

Cancellation notice dated August 30, 2018, from Travelers for Public Official Bond for Mike Turner.

Copy dated August 31, 2018, of Order on Defendant’s Motion to Dismiss pertaining to Cause No. 18-2-00182-25.

Lag payroll for August, 2018 out of class payroll for Brandi Keightley filed this date.

Evidence of Coverage received September 4, 2018, from Pacific Conservation District for the Interagency Agreement dated September 12, 2017.

Evidence of Coverage received September 4, 2018, from Pacific Conservation District for the Intergovernmental Cooperation Agreement dated March 7, 2018.

Notice dated September 6, 2018, from the WA State Liquor and Cannabis Board regarding license expirations for Fraternal Order of Eagles Ocean Park 3602, Shelburne Hotel, The Metro Espresso Café/Galletts Spaghetti and Sid’s IGA.
COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS

The vouchers, hereinafter listed, have been audited and certified by the auditing officer as required by RCW 42.24.080 and those expenses/reimbursement claims have been certified as required by RCW 42.24.090 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, September 25, 2018, the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

| 143500 | thru | 143617 | $ 568,767.66 |

Warrants Dated: September 14, 2018

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITOR:

[Signature]
Auditor/Deputy Auditor

ATTEST:

[Signature]
Clerk of the Board

Chairman

Commissioner

Commissioner

RECEIVED
PACIFIC COUNTY
SEP 14 2018
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS
AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

BOCC ACTION:  [ ] APPROVED  [ ] DENIED

[ ] SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS
[ ] NO ACTION TAKEN/Withdrawn  [ ] DEFERRED TO:

[ ] CONTINUED TO DATE:  [ ] TIME:

[ ] OTHER:

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Department of Public Works  DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer  PHONE / EXT:

SIGNATURE:  

DATE: 9-18-18

NARRATIVE OF REQUEST:

Request to hire Alex Cole for the vacant South County RMT II position, his starting date will be September 26, 2018.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve hire of Alex Cole, to vacant Road Maintenance Technician, II-South County, at a rate of $19.34/hr, effective September 26, 2018, subject to adequate budget appropriations.

Revised 8/2015
Exhibit A to Contract/Agreement/Grant Review Policy
AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

BOCC ACTION: ■ APPROVED ■ DENIED

Agenda Item #: 7

Initial: __________________________ Date: __________________________

■ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

■ NO ACTION TAKEN/WITHDRAWN ■ DEFERRED TO: __________________________

■ CONTINUED TO DATE: __________________________ TIME: __________________________

■ OTHER: __________________________

DISTRIBUTION LIST:

■ RF ■ Assessor ■ DPW ■ PACCOM ■ Superior Court

■ CF ■ Auditor ■ PCEMA ■ PC Fair ■ Treasurer

■ SEA ■ Clerk ■ Health ■ Prosecutor ■ Veg Mgmt

■ Chill Service ■ Juvenile ■ SDC ■ WSU Ext.

■ DCD ■ NDC ■ Sheriff ■ Other

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: DPW

DIVISION (if applicable): Roads

OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer

PHONE / EXT: 3368

SIGNATURE: __________________________ DATE: __________________________

NARRATIVE OF REQUEST

Quit Claim Deed with Covenants, Conditions and Restrictions for Surfside Estates Accretions - Lisa Del Guzzi, as Trustee of Lisa Del Guzzi Living Trust, Division 18, Tract C.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve Quit Claim Deed with Covenants, Conditions and Restrictions for Surfside Estates Accretions from Lisa Del Guzzi as Trustee of Lisa Del Guzzi Living Trust and authorize Chair to sign

Revised 2/2015
Exhibit A to Contract/Agreement/Grant Review Policy
QUIT CLAIM DEED with COVENANTS, CONDITIONS AND RESTRICTIONS

Grantor: Pacific County, Washington
Grantee: Uso DelguZZi, as Trustee of the Uso DelguZZi Living Trust, dated November 2, 2006.
Legal Description: Accretions abutting Lot ____, Block ____, Division ____, Plat of Surfside Estates Division ____, Tract C
Tax Identification No.: To be assigned 77018903000

For and in consideration of the settlement of a dispute regarding the ownership of certain accreted lands, Pacific County, a Washington political subdivision, Grantor, hereby conveys and quit claims to Uso DelguZZi, as Trustee of the Uso DelguZZi Living Trust, dated November 2, 2006. Grantee, subject to the covenants, conditions and restrictions contained herein, the following described real property, situated in Pacific County Washington, along with all after acquired title therein, to wit:

All those accreted lands adjacent to and abutting upon Lot ____, Block ____, of Division ____, Tract ____, of the Plat of Surfside Estates, as recorded in Volume ____, of Plats at pages ____, records of Pacific County, Washington, lying west of the Line of Upland Ownership as shown on said Plat and east of the line of ordinary high tide of the Pacific Ocean (the Property).
This conveyance and the Property is subject to the following covenants, conditions and restrictions
which shall run with the Property and shall bind Grantee and Grantee's heirs, successors and assigns:

1. The Property is hereby merged with and becomes part of Lot____, Block____, Division ___ of the plat of Surfside Estates as recorded in Volume ___ of Plats, page ___ records of Pacific County, Washington (the "Lot") as fully and to all extent as if the Property had been included as part of the Lot when the Lot was platted without limiting the generality of the foregoing statement, the Property and the Lot will be treated as one lot for land use purposes.

2. No house or other structure may be built on the Property. No development of any kind, other than dune modification after obtaining all required permits and complying with all applicable laws, shall be permitted on the Property.

3. The Property shall never, in any way or for any purpose, be separated from the Lot. Neither the Lot nor the Property may be conveyed, transferred or encumbered unless the other is also conveyed, transferred or encumbered, as the case may be, by the same instrument, to the same grantee and under identical terms. Any conveyance, transfer or encumbrance of the Property or the Lot shall equally apply to the other, regardless of whether the other is described in the instrument.

4. All covenants, conditions, restrictions, restrictive covenants and similar requirements that apply to the Lot shall also and identically apply to the Property. Without in any way limiting the generality of the foregoing sentence, the Restrictive Covenants of Surfside Estates and similar requirements applicable to the Lot, as the same exists from time to time, apply to the Property to the full extent and identically as they apply to the Lot.

5. Each easement or other right, regardless of how created, that grants to the public, to any person or entity and/or to any other property rights over, under, in, through, upon, to, to use and/or with respect to any portion or strip of the Lot that extends to the western boundary of the Lot shall apply to the contiguous portion of the Property (for the full north to south dimension of said easement or other rights) from the east boundary of the Property to the west boundary of the Property, as the same may exist from time to time, as if said easement or other right had, when granted or created, included said portion on the Property, and the Property is hereby burdened with said easement or other rights.

6. Any deed of trust, mortgage or other instrument that encumbers the Lot shall also and identically encumber the Property. In the event of any foreclosure or a deed-in-lieu of foreclosure of the Lot, the Property shall, whether it is foreclosed upon and/or described in the instrument or not, be foreclosed upon and/or conveyed by such conveyance, as the case may be.
described in the instrument or not, be foreclosed upon and/or conveyed by such conveyance, as the case may be.

7. Notwithstanding any other provision of these covenants, conditions and restrictions, if the Lot is comprised of more than one platted parcel, then these covenants, conditions and restrictions shall apply to bind each portion of the Property to the adjacent platted parcel and not to any other platted parcel that may be part of the Property.

Dated ______________________

GRANTOR

PACIFIC COUNTY, WASHINGTON

__________________________________________
Chairman of the Pacific County
Board of Commissioners

STATE OF WASHINGTON )
) ss.
COUNTY OF )

I certify that I know or have satisfactory evidence that ________ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oaths stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the Board of Commissioners of Pacific County, Washington, acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ___ day of __________, ________.

[seal]

Notary Public in and for the State of Washington, residing at ______________; My Appointment expires: ______________.

ACCEPTANCE BY GRANTEES

The undersigned Grantees accept the foregoing Deed and agrees on behalf of the Grantees and the Grantees’ heirs, successors, and assigns that the Property shall be and hereby is bound by the covenants, conditions and restrictions stated in this instrument.

Page 3 of 4
ACCEPTANCE BY GRANTEE

The undersigned Grantee accepts the foregoing Deed and agrees on behalf of the Grantee and the Grantee's heirs, successors and assigns that the Property shall be and hereby is bound by the covenants, conditions and restrictions stated in this instrument.

Signature

Lisa DelGuerci, Trustee

(Print or Type Name)

STATE OF )
COUNTY OF ) ss.

I certify that I know or have satisfactory evidence that Lisa DelGuerci is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 9 day of August, 2018

Notary Public in and for the State of Washington, residing at Port Angeles;
My Appointment expires: 11-6-2021
EXHIBIT A
Legal Description of Real Property
Lot __, Block __, Division __ of Surfside Estates as per plat recorded in
Volume __ of Plats, pages __ of Records of Pacific County Washington.

Surfside Estates Division 18 Tract 4,
said real property being identified as
Pacific County Washington Tax Parcel #
77018903000
STATE OF \quad (WA)  
COUNTY OF \quad (Challam) \qquad ss  

AFFIDAVIT

The undersigned, Lisa Del Guzz\underline{i}, after being duly sworn on oath, deposes and states as follows:

1. I am over eighteen years of age and competent to be a witness herein.

2. I own the real property described in Exhibit A, which exhibit is incorporated herein by this reference (the "Real Property").

3. I am aware that Pacific County, Washington purportedly acquired title to accreted lands west of and adjoining the Real Property from a previous owner thereof.

4. I am also aware that, through settlements of previous litigation, other similarly situated property owners in Surfside Estates have obtained quit claim deeds from Pacific County for the accreted lands west of and adjoining said owners property. I believe that the equitable and/or legal principle that applied to these other similarly situated properties are equally applicable to the Real Property, and I believe the County should decide to me the accreted lands west of and adjoining the Real Property without the need for litigation.

\underline{Initial Here}
5. I would accept and agree to the imposition of certain covenants, conditions, restrictions and restrictive covenants on said accreted lands.

DATED this 9th day of August, 2018.

[Signature]

Lisa Deiuzzi
Trustee

(Print or Type Name)

STATE OF Washington

)ss.

COUNTY OF Clallam

I certify that I know or have satisfactory evidence that Lisa Deiuzzi, Trustee is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 9th day of August, 2018.

[Notary Public Stamp]

Andrea Davis
NOTARY PUBLIC in and for the State of Washington, residing at Port Angeles; My Appointment expires: 11-6-2021.
REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt
when stamped by collector.

This affidavit will not be accepted unless all areas on all pages are fully completed
(See back of last page for instructions)

List percentage of ownership acquired next to each name.

List all real and personal property tax parcel account numbers - check box if personal property

List assessed value(s)

Accrued land immediately to the west of Division 18, Tract C, Susie Estates

Select Land Use Code(s):

Enter any additional notes: Preservation

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organizations, senior citizen, or disabled person, homeowner with limited income)?

Is this property designated as forest land per chapter 84.33 RCW?

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?

Is this property receiving special valuation as historical property per chapter 84.26 RCW?

If any answers are yes, complete as instructed below.

(i) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) 
NSW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agricultural, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferee at the time of sale. (RCW 84.33.140 or RCW 84.34.100). Prior to signing (3) below, you may contact your local county assessor for more information.

This land does ∧ does not qualify for continuation.

(2) NOTICE OF NONCOMPLIANCE (HISTORIC PROPERTY) 
NSW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferee at the time of sale.

(3) OWNER(S) SIGNATURE

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature ofGranter or Granter's Agent
Name (print)
Date & city of signing:

Perjury Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars ($5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).
Approve request to obtain call for proposals utilizing the Small Works Roster for the Courthouse Exterior Lead Paint Abatement Project.
Approve Funding Board Project Agreement #18-2194P with WA State Recreation and Conservation Office and authorize Chair to sign, adopt Resolution No. 2018-_____, authorizing Director of Community Development to act as authorized representative, and approve Interagency Agreement with the Pacific Conservation District, all pertaining to the Willapa Lead Entity 2018-19 Project.
Name of Contractor: Washington State Recreation and Conservation Office

Name of Contract/Agreement/Grant/Amendment #: (if amendment, provide copy of those pages being amended):
Willapa Bay Lead Entity 2018-19, Project # 18-2194P

Indicate type:
- [ ] Intergovernmental/Interagency
- [ ] Employment/Special Services Agreement
- [ ] Federal Contract
- [ ] Memorandum of Understanding/Agreement
- [ ] Interoffice/Interdepartmental
- [ ] State Contract

Contractor Type (check all that apply):
- [ ] For-Profit
- [ ] Non-Profit
- [ ] State
- [ ] Federal
- [ ] Private Organization/Individual
- [ ] Public Organization/Jurisdiction
- [ ] Sub-Recipient
- [ ] Other

Please indicate appropriate Tax Id #, Uniform Business Identification #, or Social Security # on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):  
- [ ] Public Works Project (RCW 39.04): 
  - [ ] Limited PW Process (<$35,000)
  - [ ] Limited PW Process (<$40,000)
  - [ ] Small PW Process (<$300,000)
  - [ ] PW Project (> $300,000)
- [ ] Equipment, Materials, & Supplies (RCW 36.32): 
  - [ ] <$5,000 (attach bid)
  - [ ] $5,000-$25,000 (use small works roster)
  - [ ] $>25,000 (competitive bids)
- [ ] Services / Leases:  
  - [ ] Architectural & Engineering
  - [ ] Lease (Personal Property i.e. copier, printer)
  - [ ] Telecomm & Data Processing
  - [ ] Personal Services
  - [ ] Lease (Real)
  - [ ] Other (Describe):

To be located at: ____________________________________________________________

Exceptions to Bidding (Please provide appropriate documentation):
- [ ] Insurance/Bonds
- [ ] Single (Soie) Source Purchase*  
  *Resolution Required
- [ ] Emergency Event (Purchases/Public Works)
- [ ] Special Facilities/Market Conditions

[ ] PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggyback")
Please attach the following:  
- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

[ ] RFP  [ ] RFQ  [ ] Franchise  [ ] Annexation  [ ] Ordinance  [ ] Resolution
[ ] Appeal  [ ] Inventory Acquisition/Disposal  [ ] Tort Claim  [ ] Call for Bids
[ ] Open Space/Timber Classification  [ ] Post, Advertise, Fill Position (New Employee Form Required)

[ ] Other (please describe): ______________________________________________________

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):

TOTAL COST/AMOUNT (include sales & use tax): $60,000

TOTAL TAX:

TOTAL SHIPPING/HANDLING: EXPENDITURE FUND #: [143] XXX.XXX.XX

EXPENDITURE BUDGETED?  [ ] Yes  [ ] No
Will supplemental be required?  [ ] Yes  [ ] No

IN-KIND MATCH REQUIRED?  [ ] Yes  [ ] No
DESCRIBE MATCH: __________________________________________________________

MATCHING FUNDS REQUIRED?  [ ] Yes  [ ] No
AMOUNT OF MATCHING FUNDS: __________________________________________

Revised 2/2015
Exhibit A to Resolution No. 2010-013
Funding Board Project Agreement

Project Sponsor: Pacific County
Project Title: Willapa Bay Lead Entity 2018-19
Project Number: 18-2194P
Approval Date: 8/31/2018

A. PARTIES OF THE AGREEMENT

This Funding Board Project Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Pacific County (Sponsor, and primary Sponsor), PO Box 187, South Bend, WA 98586, and shall be binding on the agents and all persons acting by or through the parties. The Sponsor's Data Universal Numbering System (DUNS) Number is 961870784.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application to the funding board for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Section J.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (see Section 11. PROJECT REIMBURSEMENTS).

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the Sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

The Willapa Bay Lead Entity will use this grant to coordinate its technical and citizens committees and to facilitate strategic on-the-ground salmon recovery by project sponsors. Its local process solicits, ranks, and prioritizes projects that restore and maintain salmon habitat and ecosystem function while increasing public awareness. The lead entity coordinates with regional and state-wide salmon recovery efforts, administers grant funding, and reports on progress. It communicates its work through representation at appropriate local and statewide forums and by providing data to the Habitat Work Schedule database. This grant will result in the Willapa Bay Lead Entity bringing the most suitable projects in Watershed Resource Inventory Area 24 to the Salmon Recovery Funding Board for consideration in the 2018 grant round and the first half of the 2019 grant round. The Willapa Bay Lead Entity, like other lead entities in Washington's salmon recovery effort, is a community-based group that develops strategies to restore salmon habitat and recruits organizations to do the work.

D. PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2018 (project start date) and ends on June 30, 2019 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Title 420; or SRFB policies published in RCO manuals as of the effective date of this agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: Long-Term Obligations.
E. STANDARD TERMS AND CONDITIONS INCORPORATED
The Standard Terms and Conditions of the Project Agreement are hereby incorporated by reference as part of this Agreement.

F. LONG-TERM OBLIGATIONS
For this planning project, the sponsor's on-going obligation shall be the same as the period of performance identified in Section D: Period of Performance.

G. PROJECT FUNDING
The total grant award provided by the funding board for this project shall not exceed $60,000.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

<table>
<thead>
<tr>
<th></th>
<th>Percentage</th>
<th>Dollar Amount</th>
<th>Source of Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>SRFB - Salmon-LE State Contracts</td>
<td>100.00%</td>
<td>$60,000.00</td>
<td>State</td>
</tr>
<tr>
<td>Project Sponsor</td>
<td>0.00%</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td>100.00%</td>
<td>$60,000.00</td>
<td></td>
</tr>
</tbody>
</table>

H. FEDERAL FUND INFORMATION
This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS
All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

J. AMENDMENTS TO AGREEMENT
Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and funding board policies applicable and active and published in RCO manuals or on the RCO Website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy, or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES
This agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable RCFB and/or SRFB policies published in RCO manuals or on the RCO Website as exist on the effective date of this Agreement and any amendments to this Agreement. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

L. SPECIAL CONDITIONS
None
M. AGREEMENT CONTACTS
The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

<table>
<thead>
<tr>
<th>Project Contact</th>
<th>RCO - SRFB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Tom Kollasch</td>
<td>Sarah Gage</td>
</tr>
<tr>
<td>Title: Watershed Restoration Program</td>
<td>Natural Resources Building</td>
</tr>
<tr>
<td>Address: PO Box 336 South Bend, WA 98556</td>
<td>PO Box 40917 Olympia, Washington 98504-0917</td>
</tr>
<tr>
<td>Email: <a href="mailto:tkollasch@willapabay.org">tkollasch@willapabay.org</a></td>
<td><a href="mailto:sarah.gage@gsro.wa.gov">sarah.gage@gsro.wa.gov</a></td>
</tr>
</tbody>
</table>

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

N. ENTIRE AGREEMENT
This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

O. EFFECTIVE DATE
This Agreement, for project 18-2194P, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the Sponsor and the RCO, whichever is later (effective date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D. PERIOD OF PERFORMANCE are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE PROJECT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Pacific County
By: _______________________________ Date: _______________________________
Name: (printed) _______________________________
Title: _______________________________

State of Washington, Recreation Conservation Office
On behalf of the Salmon Recovery Funding Board (SRFB or funding board)

By: _______________________________ Date: _______________________________
Kleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _______________________________ Date: October 6, 2017
Assistant Attorney General
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SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.

B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

- **acquisition project** – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

- **Agreement or project agreement** – The document entitled “Funding Board Project Agreement” accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions of the Project Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Funding Board Project Agreement subject to any limitations on their effect.

- **applicant** – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

- **application** – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

- **Authorized Representative/Agent** – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

- **Boating Infrastructure Grant (BIG)** – A program administered through the United States Fish and Wildlife Service.

- **C.F.R.** – Code of Federal Regulations

- **contractor** – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

- **conversion** – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.
development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

education project – A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

education and enforcement project – A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – 1) A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site, or 2) a project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or $5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under RCW 79A.25.110, or the Salmon Recovery Funding Board (SRFB) created under RCW 77.85.110.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

long-term obligations – Sponsor’s obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

maintenance – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation or salmon recovery.

maintenance and operation – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.
**milestone** – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

**monitoring project** – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

**monitoring and research project** – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

**Office** – Means the Recreation and Conservation Office or RCO.

**notice of grant** – As required by RCO or another authority, a document that has been legally recorded in the county or counties where the project property is located that describes the grant funded project located on the property, the funding sources, and agencies responsible for awarding the grant.

**pass-through entity** – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance** – The period beginning on the project start date and ending on the project end date.

**planning (RCFB projects only)** – A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

**planning (SRFB projects only)** – A project that results in a study, assessment, project design, or inventory.

**pre-agreement cost** – A project cost incurred before the period of performance.

**primary Sponsor** – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

**project** – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

**project area, RCFB** – A geographic area that delineates a grant assisted site which is subject to project agreement requirements (WAC 286.04.010).

**project area, SRFB** – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

**project cost** – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

**project end date** – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.
**project start date** – The specific date identified in the Agreement on which the period of performance starts.

**research project** – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

**RCO** – Recreation and Conservation Office – The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by RCW 79A.25.110 and 79A.25.150 and charged with administering this Agreement by RCW 77.85.110 and 79A.25.240.

**reimbursement** – RCO’s payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

**renovation project** – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**restoration project** – A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

**restoration and enhancement project** – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

**RCFB** – Recreation and Conservation Funding Board

**RCW** – Revised Code of Washington

**Recreational Trails Program (RTP)** – A Federal Highways Administration grant program.

**secondary Sponsor** – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

**Sponsor** – A Sponsor is an organization that is listed in and has signed this Agreement.

**Sponsor Authorized Representative/Agent** – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**SRFB** – Salmon Recovery Funding Board

**subaward** – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in Section G: Project Funding.
**subrecipient** – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

**useful service life** – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

**WAC** – Washington Administrative Code.

**SECTION 2. PERFORMANCE BY THE SPONSOR**

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor’s proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

**SECTION 3. ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

**SECTION 4. RESPONSIBILITY FOR PROJECT**

While the funding board undertakes to assist the Sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the Sponsor. The funding board undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

**SECTION 5. INDEMNIFICATION**

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor’s agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.
Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor’s agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor’s negligence or the negligence of the Sponsor’s agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor’s agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State’s, its agents’, officers’ and employees’ failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor’s own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or Section 30B.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

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In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

A. Nondiscrimination Laws. The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the funding board. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law.

B. Secular Use of Funds. No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.

C. Wages and Job Safety. The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

1. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

D. Archaeological and Cultural Resources. RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
E. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

F. Debarment and Certification. By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries’ "Debarred Contractor List."

SECTION 9. RECORDS

A. Digital Records. If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

B. Maintenance. The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: PROJECT REIMBURSEMENTS. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

C. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor’s reports, including computer models and methodology for those models.

D. Public Records. Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), Sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state’s defense of such claims.

SECTION 10. PROJECT FUNDING
A. Authority. This Agreement is funded through a grant award from the recreation and conservation funding board per WAC 286 and/or the salmon recovery funding board per WAC 420. The director of RCO enters into this Agreement per delegated authority in RCW 79A.25.020 and 77.85.120.

B. Additional Amounts. The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.

C. Before the Agreement. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

D. Requirements for Federal Subawards. Pre-Agreement costs before the federal award date in Section H: FEDERAL FUND INFORMATION are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

E. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

A. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section G: PROJECT FUNDING. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.

B. Reimbursement Request Frequency. The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.

C. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.

D. Retainage Held Until Project Complete. RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:

1. All approved or required activities outlined in the Agreement are done;
2. On-site signs are in place (if applicable);
3. A final project report is submitted to and accepted by RCO;
4. Any other required documents and media are complete and submitted to RCO;
5. A final reimbursement request is submitted to RCO;

6. The completed project has been accepted by RCO;

7. Final amendments have been processed;

8. Fiscal transactions are complete, and

9. RCO has accepted a final boundary map, if requested by RCO, for which the Agreement terms will apply in the future.

10. Notice of Grant (if applicable) filed with the county lands records office and a stamped copy received by RCO

E. **Requirements for Federal Subawards**: Match. The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:

1. Are verifiable from the non-Federal entity's (Sponsor's) records;

2. Are not included as contributions for any other Federal award;

3. Are necessary and reasonable for accomplishment of project or program objectives;


5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;

6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION of this Agreement; and

7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.

F. **Requirements for Federal Subawards**: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.

2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.

3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. RECOVERY OF PAYMENTS

A. Recovery for Noncompliance. In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

B. Overpayment Payments. The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

C. Requirements for Federal Subawards. RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME (AND FEES) AND USE OF INCOME

RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

A. Income.

1. Farm and Forest Account (Farmland and Forestland Preservation Grants). Excepted from this section is income generated and fees paid on/or properties which received funds from the Farm and Forest Account (RCW 79A.15.130).

2. Firearms and Archery Range Recreation Projects. Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).

3. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any policies adopted by the RCFB or SRFB.
B. Use of Income. Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:

1. The Sponsor’s matching resources;

2. The project’s total cost;

3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;

4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor’s system;

5. Capital expenses for similar acquisition and/or development and renovation; and/or

6. Other purposes explicitly approved by RCO

C. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:

1. Grant program laws, rules, policies, and funding board policies;

2. Value of any service(s) furnished;

3. Value of any opportunities furnished; and

4. Prevailing range of public fees in the state for the activity involved.


SECTION 16. PROCUREMENT REQUIREMENTS

A. Procurement Requirements. If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:

1. Publish a notice to the public requesting bids/proposals for the project;

2. Specify in the notice the date for submittal of bids/proposals;

3. Specify in the notice the general procedure and criteria for selection; and

4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.

5. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.
This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.


2. For RTP subawards, Sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in published funding board policies, or approved by RCO in writing.

A. Discontinued Use. Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.

C. Requirements for Federal Subawards. Except in the RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

4. Adequate maintenance procedures must be developed to keep the property in good condition.

5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

D. Requirements for RTP Subawards.

1. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.
2. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

SECTION 18. RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 23.C: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in funding board policy, this Agreement, or as otherwise directed by RCO consistent with existing policies. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

A. Publications. The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. Signs.

1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director; and

2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

C. Ceremonies. The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.

D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:

1. The fund source;

2. The percentage of the total costs of the project that is financed with federal money;
3. The dollar amount of federal funds for the project; and

4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS FOR BOATING PROJECT GRANTS

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a United States Coast Guard (or other federal agency) logo and funding program information at the project site.

SECTION 23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

A. Operations and Maintenance. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration (WAC 286.13.130). It is the Sponsor’s sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

B. Document Review and Approval. Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor’s responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval of the board or RCO.

C. Control and Tenure. The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.

D. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

**SECTION 24. PROVISIONS APPLYING TO ACQUISITION PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.

B. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.

C. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.

D. **Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the funding board project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.

1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.

2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. **Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
E. **Real Property Acquisition and Relocation Assistance.**

1. **Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)—Public Law 91-646, as amended, and applicable regulations and procedures of the federal agency implementing that Act.

2. **State Acquisition Policies.** When state funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.28 RCW, and Chapter 468-100 WAC.

3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the Sponsor agrees to provide any housing and relocation assistance required.

F. **Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.

G. **Hazardous Substances.**

1. **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
   a. No hazardous substances were found on the site, or
   b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed “clean.”

2. **Responsibility.** Nothing in this provision alters the Sponsor’s duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys’ fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

H. **Requirements for Federal Subawards.** The non-federal entity (Sponsor) must submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

**SECTION 25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS**
A. **Long-Term Obligations of RCFB Projects.** Sponsor shall comply with WAC 286-13-160, 170, and 180.

B. **Long-Term Obligations of SRFB Projects.** Sponsor shall comply with WAC 420.

C. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.

D. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. Also see WAC Title 286 or 420 and applicable policies. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the funding board through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and/or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

**SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation, or restoration project:

A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:

   1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;

   2. In a reasonably safe condition for the project's intended use;

   3. Throughout its estimated useful service life so as to prevent undue deterioration;

   4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. **Open to the public.** Unless otherwise specifically provided for in the Agreement of funding board policies, and in compliance with applicable statutes, rules, and funding board policies, facilities must be open and accessible to the general public, and must:
1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the
most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards,
guidelines, or rules, including but not limited to: the International Building Code, the Americans
with Disabilities Act, and the Architectural Barriers Act, as amended and updated.

2. Appear attractive and inviting to the public except for brief installation, construction, or
maintenance periods.

3. Be available for appropriate use by the general public at reasonable hours and times of the
year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a
decision of the board, or by RCO in writing. Sponsor shall notify the public of the availability for
use by posting and updating that information on its website and by maintaining at entrances
and/or other locations openly visible signs with such information.

SECTION 27.  RECORDED NOTICE OF GRANT

At the request of RCO, Sponsor shall record a notice of grant on the property and shall submit to the RCO a
recorded and registry stamped copy of such notice. The purpose of the notice of grant is to ensure that the
present and future use of the facility is and shall remain subject to the terms and conditions described in this
Agreement. The notice of grant shall be in a format specified by RCO.

SECTION 28.  PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate Sponsor, including any nonprofit Sponsor, shall:

A. Maintain corporate status with the state, including registering with the Washington Secretary of State’
s office, throughout the Sponsor’s obligation to the project as identified in the Agreement.

B. Notify RCO before corporate dissolution at any time during the period of performance or long-term
obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree
in writing to assume any on-going project responsibilities, and transfer all property and assets to the
successor. A qualified successor is any party eligible to apply for funds in the subject grant program
and capable of complying with the terms and conditions of this Agreement. RCO will process an
amendment transferring the Sponsor’s obligation to the qualified successor if requirements are met.

C. Maintain sites or facilities open to the public and may not limit access to members.

SECTION 29.  PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a
federal subaward as identified in Section H: FEDERAL FUND Information:

A. Sub-Recipient (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013).
Unless otherwise indicated, the cost principles apply to the use of funds provided under this
Agreement to include match and any in-kind matching donations. The applicability of the cost
principles depends on the type of organization incurring the costs.

B. Binding Official. Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized
staff, at the time of a request for reimbursement, the following: “To the best of my knowledge and
belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash
receipts are for the purposes and objectives set forth in the terms and conditions of the Federal
award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material
fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false
claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and
3801-3812).”

1. Federally Assisted Construction Contract. The regulation at 41 C.F.R. §60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

2. Construction Work. The regulation at 41 C.F.R. §60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. §5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in Section H: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.
E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q,) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt 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 project. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
I. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

J. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).

K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235). "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

**SECTION 30.  PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS**

A. **Use of Sport Fish Restoration Logo.** Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service’s Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

**SECTION 31.  PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

A. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars ($1,000,000) for the death of, or injury to, each person.

B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement in Section F. LONG-TERM OBLIGATIONS.

D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.

E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.

F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

**SECTION 32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY**

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the Federal Land and Water Conservation Fund (LWCF), the "LWCF Grant Agreement General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

**SECTION 33. PROVISIONS FOR FARM AND FOREST ACCOUNT PROJECTS (FARMLAND AND FORESTLAND PRESERVATION PROJECTS ONLY)**

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

A. **Section 15 - Income and Income Use;**

B. **Section 19 - Stewardship and Monitoring;**

C. **Section 21 - Acknowledgement and Signs;**

D. **Section 24 -- Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;**

E. **Section 25C -Perpetuity; and**

F. **Section 26 -- Construction, Operation, Use and Maintenance of Assisted Projects.**

**SECTION 34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY**

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.
SECTION 35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

A. **Cost Principles/Indirect Costs For State Agencies.** GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

B. **Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.

C. **Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance or to find other information about the Act.

D. **Drug Free Workplace Certification.** Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.

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

F. **Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

   "You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.
The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

G. **Lobbying.** The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities.

The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding $100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

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

All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

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

H. **Reimbursement Limitation.** If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.

I. **Disadvantaged Business Enterprise Requirements.** The Sponsor agrees to comply with the requirements of EPA’s Utilization of Small, Minority and Women’s Business Enterprises in procurements made under this award.

J. **Minority and Women’s Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows:

- Purchased Goods 8% MBE 4% WBE
- Purchased Services 10% MBE 4% WBE
- Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women’s businesses on solicitation lists.
2. Assure that qualified minority and women’s business are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women’s businesses.

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

5. Use the services and assistance of the State Office of Minority and Women’s Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

K. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;

2. $3,000 or more is included for supplies; or

3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as

4. Described in items (a) and (b).

When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or $3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor’s region. Contact information can be found at http://www.epa.gov/osbp/contactpage.htm. The coordinators also can answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program’s Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

L. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.

5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.

6. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

M. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding $100,000, EPA requires the following certification and disclosure forms:


3. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

N. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients’ (Sponsor’s) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is $602.24 per day $75.28 per hour.
Q. **Peer Review.** Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

P. **International Travel (Including Canada).** All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

Q. **Unliquidated Obligations (ULO).** Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

**SECTION 36. ORDER OF PRECEDENCE**

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

1. Federal law and binding executive orders;
2. Code of federal regulations;
3. Terms and conditions of a grant award to the state from the federal government;
4. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
5. State law (constitution, statute);
6. Washington Administrative Code;
7. Funding board or RCO policies.

**SECTION 37. LIMITATION OF AUTHORITY**

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

**SECTION 38. WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

**SECTION 39. APPLICATION REPRESENTATIONS - MISREPRESENTATIONS OR INACCURACY OR BREACH**
The funding board and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 40. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and/or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

SECTION 41. TERMINATION AND SUSPENSION

The funding board and RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

1. The funding board or the director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
   a. If the Sponsor breaches any of the Sponsor’s obligations under this Agreement;
   b. If the Sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
   c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;

2. Prior to termination, the RCO or the funding board shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director or board approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.

3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or
2. Failure to perform was outside Sponsor’s control, fault or negligence.
C. Rights of Remedies of the RCO.

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

2. In the event this Agreement is terminated by the funding board or director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO’s obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

1. Suspension: The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

SECTION 42. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party’s request for a dispute hearing must be in writing and clearly state:

A. The disputed issues;

B. The relative positions of the parties;

C. The Sponsor’s name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board’s chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.
Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 43. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 44. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SECTION 45. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

A. Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.

B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.

C. As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe's behalf to bind the Tribe and waive the Tribe's sovereign immunity as provided herein.
D. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys’ fees.

For purposes of this provision, the State includes the funding board, the RCO, and any other state agencies as the term “agency” is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

SECTION 46. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
Eligible Scope Activities

Project Sponsor: Pacific County
Project Title: Willapa Bay Lead Entity 2018-19
Program: Salmon-LE State Contracts
Project Number: 18-2194
Project Type: Planning
Approval: 8/31/2018

Planning Metrics

Worksite #1, Lead Entity - operating budget
Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Washington Coast ESU, Chum Salmon-Pacific Coast ESU, Coho Salmon-Southwest Washington ESU, Steelhead-Southwest Washington
Washington/Washington Coast DPS 815131.0

Area Encompassed (acres) (B.0.b.1):
Targeted species (non-ESU species): None
Miles of Stream and/or Shoreline Affected (B.0.b.2):
1318.00

Restoration Planning And Coordination Project
Support to local entities or agencies (B.1.b.6)
Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):

Pacific County, 2001. Pacific County (WRIA 24)
Strategic Plan for Salmon Recovery. There are no ESA-listed salmon species
within WRIA #24 boundaries.
The overall goal of the Pacific County (WRIA 24) Strategic Salmon Recovery
Plan (Strategic Plan) is to re-establish
the connection between fish and their
habitat through the identification of
human actions and their effects on
salmon survival. This Pacific County
(WRIA 24) Strategic Salmon Recovery
Plan offers a scientific framework
enabling the selection of projects that
most effectively restore and preserve the
natural habitat features and landscape
processes critical to sustained salmon
survival.

Description of the Plan (B.1.b.6.b):

Worksite #2, Lead Entity - capital budget
Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Washington Coast ESU, Chum Salmon-Pacific Coast ESU, Coho Salmon-Southwest Washington ESU, Steelhead-Southwest Washington
Washington/Washington Coast DPS 815131.0

Area Encompassed (acres) (B.0.b.1):
Targeted species (non-ESU species):
Miles of Stream and/or Shoreline Affected (B.0.b.2):

None
1318.00
Eligible Scope Activities

Restoration Planning And Coordination Project

Support to local entities or agencies (B.1.b.6)

Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):

Description of the Plan (B.1.b.6.b):

Pacific County, 2001. Pacific County
(WRIA 24)
Strategic Plan for Salmon Recovery.
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(WRIA 24) Strategic Salmon Recovery
Plan offers a scientific framework
enabling the selection of projects that
most effectively restore and preserve the
natural habitat features and landscape
processes critical to sustained salmon
survival.
## Milestone Report By Project

**Project Number:** 18-2194 P  
**Project Name:** Willapa Bay Lead Entity 2018-19  
**Sponsor:** Pacific County of  
**Project Manager:** Sarah Gage

<table>
<thead>
<tr>
<th>X</th>
<th>Milestone</th>
<th>Target Date</th>
<th>Comments/Description</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Project Start</td>
<td>07/01/2018</td>
<td></td>
</tr>
<tr>
<td>!</td>
<td>Progress Report Due</td>
<td>10/31/2018</td>
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<tr>
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<td></td>
<td>Final Billing Due</td>
<td>07/31/2019</td>
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</tr>
</tbody>
</table>

**X** = Milestone Complete  
**!** = Critical Milestone
BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2018-__________

IN THE MATTER OF AUTHORIZING THE DIRECTOR OF COMMUNITY
DEVELOPMENT TO ACT AS AUTHORIZED REPRESENTATIVE WITH RESPECT TO
PROJECT #18-2194P, WILLAPA BAY LEAD ENTITY 2018-19

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT HEREBY RESOLVED

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above “Project(s).”

2. Tim Crose, Director is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).

3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office’s WEBSITE at: https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.

5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.

10. [Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

12. [Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed “Deed of Right” for fee acquisitions, or an “Assignment of Rights” for other than fee acquisitions (which documents will be based upon the Office’s standard versions of those documents), to be recorded on the title of the property with the county auditor.

13. [Acquisition Projects Only] Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.

14. [Development, Renovation, Enhancement, and Restoration Projects Only – If your organization owns the property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.

15. [Development, Renovation, Enhancement, and Restoration Projects Only – If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.

16. [Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

17. This resolution/authorization is deemed to be part of the formal grant application to the Office.

18. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.
PASSED by the Board of Pacific County Commissioners meeting in regular session this
_____________day of                                             , 2018 at South Bend, Washington, by the following vote then signed by its membership and attested to by its Clerk in authorization of such passage:

_____ YEA; _____ NAY; _____ ABSTAIN; and _____ ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board

Washington State Attorney General’s Office

Approved as to form 1/19/18

Assistant Attorney General Date
INTERAGENCY AGREEMENT
Between
Pacific County
and the
Pacific Conservation District
(Willapa Bay Lead Entity 2018-19)

This agreement is by and between Pacific County, P.O. Box 68, South Bend, WA 98586 (hereinafter “the County”) and the Pacific Conservation District, a municipal corporation of Washington State, P.O. Box 336, South Bend, WA 98586 (Tax ID # 91-1537018) (hereinafter “the District”).

In this Agreement, the party who is contracting to receive services shall be referred to as “the County” and the party who will be providing the services shall be referred to as “the District.”

The District was established in 1948 to implement natural resource conservation practices within the boundaries of the District. The County desires to have professional services provided by the District. Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. The County has entered into Funding Board Project Agreement (Project Number 18-2194P) with the Salmon Recovery Funding Board (SRFB) and the Washington State Recreation and Conservation Office (RCO). The purpose of this agreement is to compensate Pacific County for the cost of coordinating salmon recovery by project sponsors. The District shall be responsible for completing the project deliverables as specified in the Washington Coast Region Lead Entity Scope of Work Template July 1, 2018 – June 30, 2019 (Scope of Work).

The District shall:
- Complete the scope of work and project deliverables by the deadlines as described within the Scope of Work. Should it not be possible to meet the deadlines, the District shall notify the County and RCO prior to the due date and propose a revised deadline.
- Submit a complete voucher packet by the 10th day following the end of the quarter, including all supporting documents and original signatures, as necessary.
- Include the County in any communication between RCO and the District regarding any of the following: Scope of Work, funding or budget, or agreement. This will include forwarding copies of letters, etc, sent from RCO to the District.
- Respond promptly to any communication from the County.

The County shall:
- Audit the voucher packet and submit the payment request to RCO within seven (7) days from receipt of a complete packet. If the County is unable to approve the vouchers without additional clarification from the District, that time shall not count against the seven (7) day period, provided a timely request is made to the District for additional information.
- Authorize the payment to Conservation District within two days of receipt of the funds from RCO. Checks will be sent at the next available Pacific County Accounts Payable date.
- Notify the District of any alterations to the expected payment, scope of work, or budget.
- Respond promptly to any communication from the District.

2. PAYMENT. The County agrees to reimburse the District for eligible costs not to exceed $60,000 to perform the services from the time period of July 1, 2018, through June 30, 2019. Eligible costs include: professional services, benefits, and administrative costs. The County can charge the District for all administrative costs pertaining to this project and if so, will invoice the District at the end of each month.
The total amount paid by the County to the District shall not exceed the amount the County receives from RCO, minus the County's administrative costs, if applicable. If a payment to the District exceeds the amount received by the County, the next payment will be reduced proportionately.

3. **TERM/TERMINATION.** This Agreement shall be retroactive to July 1, 2018, and shall terminate automatically on June 30, 2019, unless extended by mutual agreement for one (1) additional year. Either party may terminate the Agreement at any time. The party terminating the agreement shall provide written notice to the other party at least 30 days prior to termination as per the requirements within Section 6. Notices.

4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the District is an independent contractor with respect to the County and is not an employee of the County. The County will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the District.

5. **ASSIGNMENT.** The District’s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

6. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or delivered via United States Postal mail, certified with postage prepaid to the party representing the County and District at the following address:

   **The District:**
   Mike Nordin  
   Pacific Conservation District  
   P.O. Box 336  
   South Bend, WA  98586

   **The County:**
   Tim Grose  
   Pacific County, Department of Community Development  
   P.O. Box 68  
   South Bend, WA 98586

Address changes by either party must be provided by written notice to the other in the manner set forth above.

7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This Agreement supersedes any prior written and/or oral agreements between the parties.

8. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

9. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. **PUBLIC RECORDS ACT.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the District are needed for the County to respond to a request under the Act, as determined by the County, the District agrees to make them promptly available to the County. If the District considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the District
shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the District and the County determines that release of the information is required by the Act or otherwise appropriate, the County’s sole obligations shall be to notify the District (a) of the request and (b) of the date that such information will be released to the requester unless the District obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the District fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the District to claim any exemption from disclosure under the Act. The County shall not be liable to the District for releasing records not clearly identified by the District as confidential or proprietary. The County shall not be liable to the District for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. The District shall, to the maximum extent permissible by law, hold harmless and indemnify the County against any third-party claims for the release of records that the District did not seek a restraining order or otherwise seek to protect disclosure of confidential or privileged records.

11. OWNERSHIP. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the District or the District’s subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute “work made for hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the District uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the District and is not “work made for hire” within the terms of this Agreement.

12. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13. VENUE. In the event either party files a lawsuit to enforce the provisions of this Contract, the prevailing party shall be entitled to costs of suit, court costs, and reasonable attorney fees. Any lawsuit pertaining to this Contract shall be filed in the Pacific County Superior Court.

14. INSURANCE. Without limiting the District’s indemnification of County, and prior to commencement of this Contract, the District shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the Count.

*General Liability Insurance.* The District shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

*Professional Liability (Errors & Omissions) Insurance.* The District shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and the District agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
Workers' Compensation Insurance. The District shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against the County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the District or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The District hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The District must name the County as an additional insured. The District agrees that its liability insurance shall be primary and non-contributory to the County's and that the District's liability insurance policy shall so state.

15. APPLICABLE LAW. The laws of the State of Washington shall govern this Agreement. This contract shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of_________ 2018.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

_________________________  __________________________
LISA OLSEN, CHAIR

_________________________
LISA AYERS, COMMISSIONER

_________________________
FRANK WOLFE, COMMISSIONER

ATTEST:

_________________________
MARIE GUERNSEY
CLERK OF THE BOARD

PACIFIC CONSERVATION BOARD

_________________________
CHAIR

_________________________
DATE

_________________________
DATE
Approve Memorandum of Agreement with Sources of Strength to provide youth suicide prevention strategy training and authorize Director to sign.
<table>
<thead>
<tr>
<th>Name of Contractor: Sources of Strength</th>
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<tbody>
<tr>
<td>Name of Contract/Agreement/Grant/Amendment #: (If amendment, provide copy of those pages that are being amended): Memorandum of Agreement Pacific County Health and Human Services</td>
</tr>
<tr>
<td>☐ W-9 Attached for all vendors/contractors (County issuing payment to) ☐ Certificate of Insurance Attached (If required)</td>
</tr>
<tr>
<td>Indicate type: ☐ Intergovernmental/Interagency ☐ Employment/Special Services Agreement ☐ Federal Contract</td>
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<tr>
<td>☐ Memorandum of Understanding/Agreement ☐ Interoffice/Interdepartmental ☐ State Contract</td>
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<tr>
<td>Contractor Type (check all that apply): ☑ For-Profit ☐ Non-Profit ☐ Private Organization/Individual</td>
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<td>☐ State ☐ Public Organization/Jurisdiction ☐ Sub-Recipient</td>
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<tr>
<td>☐ Federal ☐ Other</td>
</tr>
</tbody>
</table>

Please provide Tax ID #, Uniform Business Identification (UBI) #, or Social Security # on Page 3 of this form.

**TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documentation):**

- Small PW Process (<$300,000) ☐ PW Project (>$_300,000)
- Equipment, Materials, & Supplies (RCW 36.32): ☐ < $5,000 (attach bid sheet) ☐ 5,000-$25,000 (use small works contract) ☐ >$25,000 (competitive bid)
- Services / Leases: ☐ Architectural & Engineering ☐ Personal Services
- Lease (Personal Property I.e. copier, printer) ☐ Lease (Real) ☐ Other (Describe): ☐ Telecomm & Data Processing

To be located at: ____________________________________________

**Exceptions to Bidding (Please provide appropriate documentation):**

- ☐ Insurance/Bonds ☐ Emergency Event (Purchases/Public Works)
- ☐ Single ( Sole) Source Purchase* ☐ Special Facilities/Market Conditions

*Resolution Required

☐ PURCHASE UNDER ANOTHER AGENCY’S CONTRACT (“Piggybacking”)

Please attach the following:
- Copy of Intergovernmental Agreement with other agency
- Confirmation that vendor agrees to participation
- Documentation that contract was awarded in compliance with bidding law
- Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

☐ RFP ☐ RFQ ☐ Franchise ☐ Annexation ☐ Ordinance ☐ Resolution
☐ Appeal ☐ Inventory Acquisition/Disposal ☐ Tort Claim ☐ Call for Bids
☐ Open Space ☐ Post, Advertise, & Fill Position
☐ Other (please describe): ____________________________________________

**BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):**

**TOTAL COST/AMOUNT (Include sales & use tax):**

<table>
<thead>
<tr>
<th>TOTAL SHIPPI NG/HANDLING:</th>
<th>EXPENDITURE FUND #: 118.....XXX...XXX...XXX</th>
</tr>
</thead>
</table>

**EXPENDITURE BUDGETED?** ☑ Yes ☐ No

**SUPPLEMENTAL REQUIRED?** ☐ Yes ☑ No

**IN-KIND MATCH REQUIRED?** ☐ Yes ☑ No

**DESCRIBE MATCH:**

**MATCHING FUNDS REQUIRED?** ☐ Yes ☑ No

**AMOUNT OF MATCHING FUNDS:**

Revised 8/2015

Exhibit A to Resolution No. 2010-013
Sources of Strength
Memorandum of Agreement
Pacific County Health & Human Services

Delivered on September 07, 2018
Submitted by Daniel Adams
What is Sources of Strength?
Sources of Strength is a best practice youth suicide prevention project designed to harness the power of peer social networks to change unhealthy norms and culture, ultimately preventing suicide, bullying, and substance abuse. The mission of Sources of Strength is to prevent suicide by increasing help seeking behaviors and promoting connections between peers and caring adults. Sources of Strength moves beyond a singular focus on risk factors by utilizing an upstream approach for youth suicide prevention. This upstream model strengthens multiple sources of support (protective factors) around young individuals so that when times get hard they have strengths to rely on.

An Upstream Approach
Many of the suicide "prevention" efforts occurring globally would be more aptly described as intervention, primarily focused on teaching risk factors and warning signs and equipping gate keepers to make mental health referrals. Sources of Strength incorporates these intervention strategies, and expands on them. Our primary mission is to move upstream in the prevention cycle: to build resilience, increase connections, change unhealthy norms around help seeking and codes of secrecy and silence, to teach healthy coping strategies, and to ultimately prevent the very onset of suicidality.

A Rising Tide Lifts All Boats
By employing this approach we have a more comprehensive and universal model of prevention that can have impact on a wide variety of issues beyond suicide, including substance abuse, bullying, violence, truancy and more. Ultimately, it's not just about keeping people alive, it's about helping people live healthy and full lives.
With implementations across the United States, Canada, Australia, and many American Indian/Alaska Native and First Nations communities, Sources of Strength is one of the most widely disseminated and rigorously evaluated upstream prevention programs in the world.

Sources of Strength has participated in research projects with:

- University of Rochester
- Stanford University
- Johns Hopkins University
- University of Manitoba
- Australian National University
- Black Dog Institute
- National Institute of Mental Health
- Centers for Disease Control

"Sources of Strength is the first suicide prevention program involving peer leaders to enhance protective factors associated with reducing suicide at the school population level."
- Wyman (2010)

Additional outcomes have shown:

- Increase in connectedness to adults
- Increase in school engagement
- Increase in likelihood to refer a suicidal friend to an adult
- Increase in positive perceptions of adult support
- Increased acceptability of seeking help
- Largest increases amongst students with a history of suicidal ideation

Mark LoMurray
FOUNDER, EXECUTIVE DIRECTOR
Mark has been working in the prevention/intervention field for the better part of three decades. Before founding Sources of Strength, he was the Director of the North Dakota Tribal-Rural Mentoring Partnership (a best practices project, highlighted by the Department of Education), and his community-based Anger/Conflict Program also received the national Gould-Wysinger Award from OJJDP for excellence in violence prevention. Mark is a consultant for the National Native American Mentoring Project, and a frequent speaker at national conferences on youth and young adult suicide prevention, promoting wellness based connection models.

Scott LoMurray
DEPUTY DIRECTOR
Scott manages the day to day operations of Sources of Strength, and coordinates and facilitates trainings with our community partners around the world. He also serves on the board of the Suicide Prevention Coalition of Colorado (SPCC) and advocates to move the prevention field forward as a frequent speaker and trainer. Scott lives in Lakewood, CO with his wife and 2 adorable children.

Dan Adams
DIRECTOR OF TRAINING
Dan manages our staff of National Trainers, trains and supports Sources of Strength communities and schools, and dabbles as our amateur tech guy. He has 10 years experience working with youth and young adults and a Masters degree in Religious Studies from the University of Cape Town where he also helped to create and run a program for juveniles awaiting trial at Pollsmoor Correctional Facility. Dan lives in Denver, Colorado with his wife Tanya, son Jack, and dog Esky.

Janell Anema
NATIONAL TRAINER
Janell is a national trainer, based in Denver, CO. Janell has years of nonprofit community development experience, both domestically and abroad, and Masters degree in International Development from Eastern University. She has worked in urban and rural communities with kids from hard places, impacted by violence and poverty. Janell loves to adventure, spend time with her dozens of nieces and nephews, and often gets lost in a good book.
Rana Razzaque
PROGRAM DEVELOPMENT COORDINATOR
Rana is passionate about impacting people and systems to create a more holistic, equitable and multi-faceted education experience for youth. She has worked in various positions in college and K-12 settings, and has her Doctorate in Educational Leadership. She is thrilled to put her experiences to use as the Program Development Coordinator for Sources as we expand our reach and supports. When she’s not geeking out about books and food, she can usually be found hiking. And, when she’s struggling with something in her life, talking it out with her phenomenal husband, family and friends, or walking it out with her awesome dog are what help her through it.

Mish Bennett Moore
NATIONAL TRAINER
Mish has an MA in Clinical Mental Health and has worked as a therapist as well as an art therapy teacher to middle and high school students with diverse learning needs in Denver. She is a National Trainer for Sources, where she still can’t believe she could get paid to play games with awesome people. Mish’s healthy activities include drinking a lot of coffee, running, and art, as well as trying to convince her husband that she definitely needed those shoes she just bought.

Emores Petty
NATIONAL TRAINER
Emores is a national trainer for Sources by day and BMX stunt man by night. He loves “LOVE” and people inspire him! He has worked with Young Life, Wheels In Motion, and many other youth programs throughout the United States. Also, he knows a little something about Organizational Leadership. What helps him the most? Family, rest and his YouTube fans.

Cody Sletten
COMMUNICATIONS AND MEDIA COORDINATOR
Cody takes care of our Bismarck office and most of our graphic design needs. In previous positions, he has worked as a graphic designer at advertising agencies and a church. Family Support is the first thing Cody goes to when he is feeling off. Cody and his wife, Megan have two beautiful daughters and a very average looking dog.
The focus of this Memorandum of Agreement is to retrain and support Sources of Strength teams at Ilwaco High School, Naselle High School, Raymond High School, South Bend High School, and Willapa Valley School District.

**Deliverables**

Below is a brief summary of specific deliverables on the part of Sources of Strength and responsibilities on the part of Pacific County Health and Human Services and Local Schools being trained. These deliverables and responsibilities will be further outlined in the Project Activities section below.

**SOURCES OF STRENGTH**

Sources of Strength will carry out the following:

- Provide Sources of Strength National Trainer to support local team, stakeholders, and school in implementing and sustaining an innovative, evidence-based, upstream prevention program.
- Provide on-site training for local schools' Adult Advisors and Peer Leaders.
- Provide ongoing support services and resources for Adult Advisors and Peer Leaders as they seek effectiveness, fidelity, scalability, and sustainability in their prevention programming.

**PACIFIC COUNTY HEALTH AND HUMAN SERVICES**

Pacific County Health and Human Services will carry out the following:

- Assign a leader within the school to work with Sources of Strength and coordinating agencies.
- Assist in supporting Peer Leaders and Adult Advisors.
- Provide, or help in organizing, location for training to take place.
- Participate in support framework to ensure fidelity and effectiveness of implementation.

**LOCAL SCHOOLS AND AGENCIES**

Local schools and local partners will carry out the following:

- Assist in identifying Adult Advisors to work with Peer Leader teams (1 to 10 ratio).
- Assist in recruiting Peer Leaders (aiming for 10% of school population) and obtaining appropriate parental consent for participation in the project *(forms and templates provided by Sources of Strength).*
- Provide drinks and snacks for Adult Advisor and Peer Leader trainings (if necessary).
- Provide a time and location for Adult Advisor and Peer Leader trainings to take place, following Sources of Strength room set-up guidelines *(room set-up).*
• Provide a time and place for Peer Leader teams and Adult Advisors to conduct planning meetings (2x per month) during their messaging phase.
• Adult Advisors participate in support, phone, webinar or on-site contacts during the messaging phase of the project.
• Implement Sources of Strength program with fidelity, following safe messaging guidelines.
<table>
<thead>
<tr>
<th>PROJECTED TIMELINE</th>
<th>TIME FRAME</th>
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</thead>
<tbody>
<tr>
<td>Local Trainings</td>
<td>October 2018</td>
</tr>
<tr>
<td>Sustaining Phase</td>
<td>October 2018 - June 2019</td>
</tr>
<tr>
<td>Ongoing Licensing Phase</td>
<td>October 2018 - Ongoing</td>
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</table>
Training Phase

Implementation will begin in the training phase which will include the following areas of focus:

- **Training Adult Advisors/Coordinators** - This is a three to six hour training for Adult Advisors who will be supporting and guiding Peer Leader teams. This training is held in the local communities/schools, generally the day before a peer training or the morning of a peer training. It will cover core philosophy of upstream and strength-based prevention, social network theory and safe messaging strategies. This training will provide experiential learning, set expectations and requirements of adult roles during a Peer Leader training, as well as outlining their ongoing role in the program. Adult Advisors/Coordinators will also be given access to the myriad support resources available.

- **Peer Leader Training** - This is a five to six hour training with a group of 15-80 Peer Leaders (depending on school size), along with Adult Advisors. The training is highly interactive and focuses on empowering Peer Leaders to leverage the power of their social influence to become agents of change and connectors to help in their schools and communities. Peer Leader teams are requested to meet back together within ten days of training and complete their first peer-to-peer campaign within the first thirty days following training. Peer Leader teams are advised to have planning meetings twice a month on an ongoing basis, where they will continue to grow in strength based sharing/messaging and plan various hope, help, strength based messages and campaigns.

Support Phase

Sources of Strength treats every institution we work with as part of our team. Relationships and individual support are very important to us. Our model is flexible and our implementations are tailored to your specific schools/communities. The team at Sources will help implement and promote the program with you, ensuring the peer teams gain maximum benefit from participating in this innovative prevention program. Through communication and feedback from schools and communities, in partnership with Pacific County Health and Human Services, we will offer support to:

- Adult Advisors, and Peer Leaders with resources; campaign materials, social media resources, website tools, webinars, videos, etc.

- Implement an automated weekly email/text system for Adult Advisors and Peer Leaders featuring tips and ideas that assist during the first three months of startup. These can include video clips, teaching points, stories, campaign examples from other peer teams, and newly developed resources.

- Develop a support plan for follow-up calls, guiding Adult Advisor and Peer Leader teams through a process of brainstorming campaign ideas and activities, troubleshooting and problem solving.
<table>
<thead>
<tr>
<th>Training Phase</th>
<th>$15,000</th>
</tr>
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<tbody>
<tr>
<td>A Sources of Strength National Trainer will train Ilwaco High School, Naselle High School, Raymond High School, South Bend High School, and Willapa Valley School District Adult Advisors and Peer Leaders to assist in the sustainability of the program in these schools.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Support Phase</th>
<th>Included in program costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ongoing webinar and teleconference support, assisting local schools through automated support systems, and consultation around sustainability and fidelity.</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Additional Program Licensure</th>
<th>Varies depending on scale</th>
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</thead>
<tbody>
<tr>
<td>After the initial three year implementation period teams can either continue to contract with Sources of Strength to offer training or shift to paying a yearly licensing fee/sustaining cost of $500 per school for ongoing materials and support.</td>
<td></td>
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</table>
Compensation/Budget:
Sources of Strength shall receive cost reimbursement from Pacific County Health and Human Services for the deliverables (listed above) and costs of training and support totaling $15,000.00.

Sources of Strength will invoice for the full amount of $15,000.00, upon completion of school trainings.

Authorizing signatures

👩‍فكير شخصية في صورة #SIGN HERE Mary Goelz

Mary Goelz
Director
Pacific County Health and Human Services

👨‍فكير شخصية في صورة #SIGN HERE Daniel Adams

Daniel Adams
Director of Training
Sources of Strength
AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

BOCC ACTION:  □ APPROVED  □ DENIED

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/WITHDRAWN  □ DEFERRED TO: _____________________________

□ CONTINUED TO DATE: _____________________________  TIME: _____________________________

□ OTHER: ______________________________________

DISTRIBUTION LIST:

□ RF  □ Assessor  □ DPW  □ NDC  □ Superior Court

□ CF  □ Auditor  □ EMA  □ PACCOM  □ Treasurer

□ SEA  □ Clerk  □ Fair  □ Prosecutor  □ Veg Mgmt

□ Civil Service  □ Health  □ SDC  □ WSU Ext.

□ DCD  □ Juvenile  □ Sheriff  □ Other

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Auditor

DIVISION (if applicable):

OFFICIAL NAME & TITLE: Joyce Kidd Auditor

PHONE / EXT: 3313

SIGNATURE: _____________________________

DATE: 09/11/2018

NARRATIVE OF REQUEST

Please approve FMLA for an Auditor's office employee starting 10/18/2018 - 01/18/2019. The FMLA paperwork has been filed with the Auditor.

At this time, Leave Credit Transfers are not being requested.

RECOMMENDED MOTION  (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve Family Medical Leave for a qualifying event, effective October 18, 2018 thru January 18, 2019

Revised 8/2015

Exhibit A to Contract/Agreement/Grant Review Policy
Confirm Clerk’s signature on Purchase Reimbursement Agreement #PRA19004 with WA State Administrative Office of the Courts and approve purchase of three computer workstations in an amount not to exceed $1,059.01 each, including tax, subject to adequate budget appropriations.
PURCHASE REIMBURSEMENT AGREEMENT - PRA19004
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
PACIFIC COUNTY CLERK OF THE SUPERIOR COURT

AOC Information Technology Primary Purchase Agreement (ITPPA) Number: IAA05873
Purchase Reimbursement Agreement (PRA) Number: PRA19004

1. Purpose
This PRA Number PRA19004 is executed by the Washington State Administrative Office of
the Courts (AOC) and the Pacific County Clerk of the Superior Court (CUSTOMER)
pursuant to the terms and conditions of ITPPA Number IAA05873. The parties
acknowledge they have read and understand the terms and conditions therein. All rights
and obligations of the parties shall be subject to and governed by the terms of the ITPPA.
This PRA sets forth the obligations of the parties with respect to AOC's reimbursement to
the CUSTOMER of funds which have been expended by the CUSTOMER for the purchase
of 3 desktop computers and 3 monitors.

2. Term and Termination
The term of the PRA is effective upon the date of execution by both parties through
Thursday, February 28, 2019. Termination of the PRA requires written notification to the
other party. Extensions to the PRA can only be executed by the AOC, with written
notification to the other party.

3. Responsibilities
3.1. The AOC will:
   3.1.1. Provide specifications for the equipment covered by this agreement. (See
          Exhibit A).
   3.1.2. Provide funds to reimburse the CUSTOMER for costs associated with the
          purchase of 3 desktop computers and 3 monitors, pursuant to Subsection 3.2
          below. The funding provided by AOC shall be at a maximum the amount
          required for the purchase of the equipment meeting the provided specifications
          or the actual cost, whichever is lower. Should the CUSTOMER acquire
          equipment that exceeds the provided specifications, the CUSTOMER shall be
          responsible for that portion of the acquisition costs which exceeds the
          reimbursable amount as referenced above.

3.2. The CUSTOMER will:
   3.2.1. Purchase equipment that meets the specifications referenced above. Install and
          maintain the equipment purchased under this PRA, including providing network
          connectivity to the new equipment as needed. It is possible that a new network
          line may need to be installed by the CUSTOMER to provide connectivity to the
          equipment covered by this PRA.
3.2.2. Be responsible for all costs not reimbursed by the AOC pursuant to Subsection 4 below.
3.2.3. Submit invoices to the AOC pursuant to Subsection 5 below.
3.2.4. Submit, with the invoice, a completed copy of the exhibit supplying the specifications of the purchased equipment in the last column.

4. Reimbursement Amount
The AOC will reimburse the CUSTOMER up to $675 for each desktop computer, and $115 for each monitor, or the actual cost, whichever is lower. The actual cost shall include any tax and shipping costs incurred by the CUSTOMER.

5. Billing/Invoicing
Billing/invoicing will be in accordance with procedures outlined in the above-referenced ITPPA (IAA05873) and additional terms and conditions listed below.

6. Treatment of Assets and Property
CUSTOMER shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, owned, or disposed of pursuant to this PRA.

7. Modifications/Changes
This PRA may be modified at any time upon mutual written agreement of the parties. All such modification will be made as an amendment to the PRA and will take precedence over the original PRA.

8. Order of Precedence
If there is a conflict between this PRA and the above-referenced ITPPA, the conflict will be resolved by giving precedence first to this PRA and then to the ITPPA.

9. PRA Management
Unless otherwise indicated, all correspondence regarding this PRA should be directed to:

<table>
<thead>
<tr>
<th>AOC Program Manager:</th>
<th>Customer Program Manager:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christine Winslow</td>
<td>Virginia Leach</td>
</tr>
<tr>
<td>Infrastructure Project Coordinator</td>
<td>Pacific County Clerk of the Superior Court</td>
</tr>
<tr>
<td>Administrative Office of the Courts</td>
<td>300 Memorial Dr</td>
</tr>
<tr>
<td>1206 Quince St SE</td>
<td>South Bend, WA 98586</td>
</tr>
<tr>
<td>PO Box 41170</td>
<td><a href="mailto:vleach@co.pacific.wa.us">vleach@co.pacific.wa.us</a></td>
</tr>
<tr>
<td>Olympia, WA 98504-1170</td>
<td>(360) 875-9320</td>
</tr>
<tr>
<td>360 705-5249</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:Christine.Winslow@courts.wa.gov">Christine.Winslow@courts.wa.gov</a></td>
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</tr>
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IAA05873 - PRA19004

Page 2 of 3
10. Authorization/Acceptance

This PRA and the underlying ITPPA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of the PRA. Execution of this PRA by both parties constitutes an addendum to the underlying ITPPA, which remains in full force and effect, except as may be specifically modified and agreed to between the parties within this PRA. The parties hereby acknowledge and accept the terms and conditions of this PRA.

AGREED:

Administrative Office of the Courts

[Signature]  7/29/2018  [Date]

John Bell

Name

AOC Contracts Manager

Title

Pacific County Clerk of the Superior Court

[Signature]  7/29/2018  [Date]

Virginia Leach

Name

County Clerk

Title
A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you’re ready to place your order.

**Quote number:** 3000027235392.1

**Quote date:** Jul. 26, 2018

**Quote expiration:** Aug. 25, 2018

**Deal ID:** 16323582

**Company name:** COUNTY OF PACIFIC

**Customer number:** 7153115

**Phone:** (360) 875-9368

**Sales rep information:**

Rita Fernandez
Rita_Fernandez@Dell.com
(800) 456-3355
Ext: 5130564

**Billing Information:**

COUNTY OF PACIFIC
211 COMMERCIAL ST
ATTN/ANDREE HARLAND
RAYMOND
WA 98577-2429
US
(360) 875-9368

---

**Pricing Summary**

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**Subtotal:** $979.65

**Shipping:** $0.00

**Environmental Fees:** $0.00

**Non-Taxable Amount:** $0.00

**Taxable Amount:** $979.65

**Estimated Tax:** $79.36

**Total:** $1,059.01

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.
**Approve purchase of four Latitude Rugged 5414 laptop computers in an amount not to exceed $2,601.81 each, including tax, to be paid from FY17 EMPG Grant Contract #E18-072, subject to adequate budget appropriations**

**AGENDA ITEM REQUEST**

Request approval to purchase 4 Latitude Rugged 5414 laptop computers to replace outdated EOC computers. This purchase will be funded by FY 17 EMPG Grant contract E18-072. the cost will be $2,601.81 per computer for a total cost of $10407.38 including tax.

**RECOMMENDED MOTION** (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve purchase of four Latitude Rugged 5414 laptop computers in an amount not to exceed $2,601.81 each, including tax, to be paid from FY17 EMPG Grant Contract #E18-072, subject to adequate budget appropriations
A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

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<thead>
<tr>
<th>Quote number:</th>
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<td>Nov. 2, 2018</td>
<td>16323582</td>
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<tr>
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<th>Phone:</th>
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</thead>
<tbody>
<tr>
<td>COUNTY OF PACIFIC</td>
<td>7153115</td>
<td>(360) 875-9368</td>
</tr>
</tbody>
</table>

Sales rep Information:  
Rita Fernandez  
Rita_Fernandez@Dell.com  
(800) 456-3355  
Ext: 5130564

Billing Information:  
COUNTY OF PACIFIC  
211 COMMERCIAL ST  
ATTN/ANDREE HARLAND  
RAYMOND  
WA 98577-2429  
US  
(360) 875-9368

Pricing Summary

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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.
AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

BOCC ACTION: □ APPROVED □ DENIED

Agenda Item #: 14

Initial: ______________________ Date: ______________________

□ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

□ NO ACTION TAKEN/withdrawn □ DEFERRED TO: ______________________

□ CONTINUED TO DATE: ______________________ TIME: ______________________

□ OTHER:

DISTRIBUTION LIST:

□ RF □ Assessor □ DPW □ NDC □ Superior Court

□ CF □ Auditor □ EMA □ PACCOM □ Treasurer

□ SEA □ Clerk □ Fair □ Prosecutor □ Veg Mgmt

□ Civil Service □ Health □ SDC □ WSU Ext.

□ DCD □ Juvenile □ Sheriff □ Other

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Board of County Commissioners

OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board

SIGNATURE: ______________________ DATE: 9/14/2018

DIVISION (if applicable):

PHONE / EXT:

NARRATIVE OF REQUEST

At your meeting of August 14, 2018, you approved a Facility Use Application with the Port of Ilwaco. This FUA was submitted by Clint Carter, representing the Peninsula R&B Festival for camping only. We will need to rescind your motion, approve use by Peninsula R&B Festival and approve the August 14, 2018 minutes.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Rescind motion of August 14, 2018, approving the Facility Use Application with the Port of Ilwaco and approve the Facility Use Application as submitted by Clint Carter representing the Peninsula R&B Festival and approve the amended minutes of the regular meeting of August 14, 2018.
MINUTES

9:00 AM  1216 W Robert Bush Drive
Tuesday, August 14, 2018  South Bend, Washington

CALLED TO ORDER – 9:07 AM

ATTENDANCE

Lisa Olsen, Commissioner
Frank Wolfe, Commissioner
Lisa Ayers, Commissioner

Marie Guernsey, Clerk of the Board
Mike Collins, Public Works Director/County Engineer
Paul Plakinger, Management & Fiscal Analyst
James Worlton, Senior Public Records Coordinator
Tim Crose, Community Development Director
Shawn Humphreys, Community Development Deputy Director
Dotsi Graves, Fair & Parks Manager
Bill Monohon, Fair Manager
Scott McDougall, Emergency Management Director
Mary Goelz, Health & Human Services Director

GENERAL PUBLIC IN ATTENDANCE - None

CONSENT AGENDA

Commissioner Wolfe requested item #3 be removed from the Consent Agenda to be acted on separately.

CONSENT AGENDA (Items 1-2, 4-9)

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0
Subject to adequate budget appropriations and in accordance with all applicable county policies

Department of Community Development

Approve hire of Gabriel See, Environmental Health Specialist, Grade 14 Step 1, effective August 6, 2018

Approve Amendment #2 to Contract #17-09770 with WA State Department of Fish & Wildlife and Amendment #2 Interagency Agreement MRC 17-19 with Pacific Conservation District
Health & Human Services Department

Approve Amendment #3 to Contract #2017-19 CAP with Coastal Community Action Program

Clerk’s Office

Approve disposal of typewriter

Prosecutor’s Office

Confirm hire of Dawn Spoor, Legal Assistant, Grade 10 Step 7, effective August 6, 2018

General Business

Confirm Chair's signature on the Contacts, Authorized Signatures, Service Area, and Estimated clients form for the 2018 Title X Subrecipient Recruitment Plan for Health & Human Services Department

Approve regular meeting minutes of July 24, 2018

Approve Vendor Claims; Warrants Numbered 142931 thru 143004 in the amount of $174,488.59 and Numbered 143005 thru 143105 in the amount of $275,371.44

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

It was moved by Ayers, seconded by Olsen and carried by a vote of 2-0 Wolfe abstained

Approve Amendment #1 to Contract #2016-19 Boys and Girls Club with the Boys and Girls Club of the Long Beach Peninsula, subject to adequate budget appropriations

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve Facility Use Application from Tenino Football Unity Camp for use of Morehead Park on August 15, 2018, and authorize Chair to sign

Approve Facility Use Application with Clint Carter/Peninsula Rhythm & Blues Festival for use of Morehead Park for camping only on September 14 and 15, 2018, subject to receipt of insurance and authorize Chair to sign
Approve Facility Use Application with Jessica Hargadine for use of Morehead Park for family camping August 31 thru September 3, 2018 and authorize Chair to sign

Approve request to surplus vehicles S169, S175 and S186 and authorize sell of vehicle S121 "as is" to the City of South Bend in the amount of $2,500 to be deposited into the ER&R Fund 502 Department 801-Sheriff

Approve request to surplus three riding mower for public bid in accordance with Personal Property Inventory Procedures and purchase a Husqvarna lawn mower from the Fair in the amount of $650, subject to adequate budget appropriations

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve purchase of two laptop computers from state contract in an amount not to exceed $3,200, subject to adequate budget appropriations

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve purchase of two laptop computers from state contract in an amount not to exceed $3,200, subject to adequate budget appropriations

ITEMS REGARDING COUNTY FAIR

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve request to sell Husqvarna riding lawn mower to Parks in the amount of $650 and purchase new Husqvarna riding lawn mower [from Dennis Co. in stock] in an amount not to exceed $1,699.99, plus sales tax, subject to adequate budget appropriations (Other bids received from Harbor Saw of Hoquiam in the amount of $1,999.99 and from Lowes.com in the amount of $1,699-two week wait for delivery)

ITEMS REGARDING AUDITOR’S OFFICE

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve request to offer a payroll deduction to employees for Thorbeckes Gym
ITEMS REGARDING SUPERIOR COURT

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Acknowledgment of resignation of Mike Turner from Indigent Defense Contract for Juvenile Offenders, At Risk Youth, Child in Need of Services & Truancy and approve Indigent Defense Contracts for the same [excluding Truancy] with Edward Penoyar, and authorize Chair to sign and approve Indigent Defense Contract with Edward Penoyar

ITEMS REGARDING SHERIFF’S OFFICE

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve Interagency Agreement #U19-002 with WA State Military Department for an All Hazards Alert Broadcast (AHAB) Warning Siren for the City of South Bend and authorize Chair to sign

Approve reimbursement from the FY State Homeland Security Grant Program #E18-157 to the City of Raymond for the Police Dept in the amount of $3,500 for the purchase of a dual band digital radio, to the Fire Dept in the amount of $2,344 for the purchase of a Dell 5414 XCTO Rugged Mobile Data Computer and authorize reimbursement after purchase for three additional Dell 5414 XCTO Rugged Mobile Data Computers for the Fire Dept in an amount not to exceed $7,032, all subject to adequate budget appropriations

ITEMS REGARDING VEGETATION MANAGEMENT

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve rescinding motion of July 24, 2018 pertaining to the wage increase for Cody Buchanan and retain wages at $16/hour, subject to adequate budget appropriations

ITEMS REGARDING BOARDS AND COMMISSIONS

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Deny appointment of William Eisaman to the Veterans Advisory Board

ITEMS REGARDING GENERAL BUSINESS

Consider approval of Tourism Service Contracts with North Coast Food Web, Northwest Carriage Museum, PC Economic Development Council and the PC Tourism Bureau – DEFERRED to August 28, 2018
EXECUTIVE SESSION – None held

ITEMS REGARDING PUBLIC HEALTH & HUMAN SERVICES

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0

Confirm Director’s signature on Facility Rental Agreement with Grays Harbor College for Project Northland Training to be held August 13 thru 15, 2018, in an amount not to exceed $311, subject to adequate budget appropriations

Approve request to advertise, interview, and hire Licensed Practical Nurse, Grade 12 Step 1, 0.8FTE, subject to adequate budget appropriations

ITEMS REGARDING SHERIFF’S OFFICE

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0

Approve request to purchase camera parts related to jail security, not to exceed $200, to be paid from Capital Improvement Fund 125

ITEMS REGARDING COUNTY FAIR

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0

Approve Contract with Pitchwood, Inc. to operate a beer garden at the 2018 and the 2019 County Fair, subject to receipt of rental fee, required insurance, copy of liquor license and Safety Requirements Application

ITEMS REGARDING GENERAL BUSINESS

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0

Approve Amendment #2 to Contract for Services with Pacific County Economic Development Council’s .09 Contract extending the end date of the contract to December 13, 2018

Approve Vendor Claims, Warrants Numbered 143106 thru 143190 in the amount of $579,510.99, subject to adequate budget appropriations
ITEMS REGARDING COUNTY FAIR

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0

Approve hire of temporary Fair workers Seth Hall effective August 13, 2018, and Zane Crites, Lisa Crites and Kaci Phansisay effective August 15, 2018, all thru August 28, 2018 and at a rate of $11.50/hr, subject to adequate budget appropriations and Alan Deniston at a rate of $11.50/hr effective August 15, 2018 thru August 28, 2018 and also to hire an additional temporary worker if application is received, subject to successful completion of a background check and adequate budget appropriations

Approve 2018 Concession Agreements with Carina Arredondo, Chinook Indian Nation, Elixir, Raymond First Baptist Church, Grandad's Kettle Corn, Hangarian Kitchen & Food Hut, Jessica Gongzales, Jim Hunter and Associates, Marsalee's Thae Food, New Life Fellowship, Raymond Booster Club, Thary Yi, TLC Enterprises, Willapa Harbor Lions Club, Willapa Valley Booster Club, Willapa Valley High School and Tienda La Chispita, all subject to receipt of payment and required insurance

Approve 2018 Entertainment Agreements with Country Mile, Chris Guenther, Jason Nelson dba Jump the Shark, Lisa Holm, Sandry Bradley and the Old Time Fiddlers, The Olson Brothers Band, Puget Sound Mens Chorus, Simply Magic, Willapa Baysment Studio, Brett Wilson dba Mr. Lizard's Mobile Zoo, Jason Sansom, Garrison Cash and Hellbound Glory, subject to adequate budget appropriations and approve request of waiver of insurance if authorized by Risk Manager (it is noted for the record that Brett Wilson dba Mr. Lizard's Mobile Zoo did not participate in the 2018 fair)

ITEMS REGARDING JUVENILE COURT SERVICES

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Approve Amendment No. 1 to Agreement with Cowlitz County regarding use of Juvenile Detention Facility (it is noted for the record the approval of this Amendment was rescinded at the meeting of September 11, 2018)

ITEMS REGARDING COUNTY FAIR

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0

Approve Concession Space Use Agreement with Road Warrior Paintball LLC for the 2018 Fair, subject to receipt of payment and required insurance
ITEMS REGARDING GENERAL BUSINESS

It was moved by Wolfe, seconded by Ayers and carried by a vote of 3-0

Approve Resolution 2018-031 authorizing a short term loan, if needed, from Fund 502 in the amount of $204,000 plus interest in an amount to be determined by the County Treasurer to Drainage District. The loan plus interest will be paid no later than December 31, 2018. And also approve the Intergovernmental Agreement for the short term loan, if needed. (it is noted for the record this Resolution and Intergovernmental Agreement was rescinded at the meeting of August 28, 2018)

RECESS – 9:33AM

RECONVENE – 10:03AM

PUBLIC HEARING
ATTEND: Chair Olsen, Commissioner Wolfe, Commissioner Ayers and Management & Fiscal Analyst Paul Plakinger

At approximately 10:03AM, Chair Olsen opened the public hearing to consider adoption of Ordinance No. 185 Enacting Chapter 9.46 RCW Gambling –1973 Act and repealing Ordinance Nos. 103, 103A, 103B, 103C, 103D, 103E and 103F. The draft ordinance was made available to those in attendance. There were no members of the general public in attendance and no comments were received regarding this ordinance.

Chair Olsen closed the public hearing.

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

Adopt Ordinance No. 185 enacting Chapter 9.46 RCW Gambling – 1973 Act and repealing Ordinance Nos. 103, 103A, 103B, 103C, 103D, 103E and 103F and shall be effective the 14th day of August, 2018

PUBLIC HEARING
ATTEND: Chair Olsen, Commissioner Wolfe, Commissioner Ayers and Management & Fiscal Analyst Paul Plakinger

At approximately 10:04AM, Chair Olsen opened the public hearing to consider adoption of Ordinance No. 186 establishing Electronic Access to Superior Court Records and Images. The draft ordinance was made available to those in attendance. There were no members of the general public in attendance and no comments were received regarding this ordinance.

Chair Olsen closed the public hearing.
It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

**Adopt Ordinance No. 186 establishing Electronic Access to Superior Court Records and Images and shall be effective the 14th day of August, 2018**

**PUBLIC HEARING**

**ATTEND:** Chair Olsen, Commissioner Wolfe, Commissioner Ayers and Management & Fiscal Analyst Paul Plakinger

At approximately 10:05AM, Chair Olsen opened the public hearing to consider adoption of Ordinance No. 187 regarding the salaries of Pacific County’s Elected Officials and the proportion of full-time work authorized for its District Court Judges. The draft ordinance was made available to those in attendance. There were no members of the general public in attendance.

Paul Plakinger was sworn in and provided background on purpose of adopting the ordinance.

Chair Olsen closed the public hearing.

It was moved by Ayers, seconded by Wolfe and carried by a vote of 3-0

**Adopt Ordinance No. 187 regarding the salaries of Pacific County’s Elected Officials and the proportion of full-time work authorized for its District Court Judges and Ordinance No. 181 shall be rescinded on August 15, 2018 and concurrently replaced with this Ordinance No. 187**

There being no further business to come before the Board the meeting was closed at approximately 10:09AM.

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(Please refer to recording of the meeting for a more detailed discussion)
OTHER BUSINESS FOR FILING

Notice dated June 19, 2018, from the WA State Liquor and Cannabis Board regarding new liquor license application for Sara’s Rusty Spur Bar and Grill.

Notice dated June 19, 2018, from the WA State Liquor and Cannabis Board regarding Special Occasion License for the Chinook Port Alliance.

Notice dated June 28, 2018, from the WA State Liquor and Cannabis Board regarding Special Occasion License for the Water Music Society.

Notice dated July 9, 2018, from the WA State Liquor and Cannabis Board regarding Special Occasion License for the South Pacific County Humane Society.

Notice dated June 19, 2018, from the WA State Liquor and Cannabis Board regarding Liquor License Application for the North Cove Grill.

Notice dated July 12, 2018, from the WA State Liquor and Cannabis Board regarding Special Occasion License for the Friends of Chinook School.

Letter dated July 16, 2018, from Tom & Penny Treat regarding Peninsula Landscape Supply wood waste commercial chipper.


Letter dated July 18, 2018, from State of WA Department of Commerce regarding Community Development Block Grant Contract Number 09-64009-030 Final Closeout.

Letter dated July 20, 2018, from Robert & Janet King, regarding Peninsula Landscape Supply wood waste commercial chipper [petition attached].


MEMO dated July 31, 2018, from Auditor Joyce Kidd regarding recusing herself from the canvassing board.


Notice dated August 1, 2018, from the WA State Liquor and Cannabis Board regarding approval of Liquor License Application for Sara’s Rusty Spur Bar and Grill.
Notice dated August 3, 2018, from the WA State Liquor and Cannabis Board regarding discontinued Liquor License for Tombstone Willey’s Saloon & Grill.

Email dated August 6, 2018, from Dale Beasley, regarding Fish Trap Project – Wild Fish Conservancy.

Notice dated August 6, 2018, from the WA State Liquor and Cannabis Board regarding license renewal for Millennium Marijuana.

Notice dated August 6, 2018, from the WA State Liquor and Cannabis Board regarding license renewal for The Local Store and Gas and The Old Fishtrap.

Letter dated August 7, 2018, from Cheryl Fambles, PacMtn confirming the reappointment of Bob Hitt and Jim Sayce.

Notice dated August 9, 2018, from the WA State Liquor and Cannabis Board regarding discontinued Liquor License for Chinook Family Dining & Sports Bar.

Letter dated August 9, 2018, from Eric Wisch, Department of Natural Resources regarding proposed boundary expansion of Naselle Highlands NRCA near Naselle, Washington.

Email dated August 9, 2018, from Mike Frederick regarding eyesore properties in Pacific County.

Claim for Damages #2018-10-007 received August 10, 2018.

Email dated August 10, 2018, from Jason & Lisa Harte regarding George Hill complaint forms.

Notice dated August 13, 2018, from the WA State Liquor and Cannabis Board regarding discontinued Liquor License for Mount Baker Vineyards.
RCW 42.30.110

Executive sessions.

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

(a)(i) To consider matters affecting national security;

(ii) To consider, if in compliance with any required data security breach disclosure under RCW 19.255.010 and 42.56.590, and with legal counsel available, information regarding the infrastructure and security of computer and telecommunications networks, security and service recovery plans, security risk assessments and security test results to the extent that they identify specific system vulnerabilities, and other information that if made public may increase the risk to the confidentiality, integrity, or availability of agency security or to information technology infrastructure or assets;

(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;

(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;

(d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;

(e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;

(f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;

(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;

(h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;
(i) To discuss with legal counsel representing the agency matters relating to agency
enforcement actions, or to discuss with legal counsel representing the agency litigation or
potential litigation to which the agency, the governing body, or a member acting in an official
capacity is, or is likely to become, a party, when public knowledge regarding the discussion is
likely to result in an adverse legal or financial consequence to the agency.

This subsection (1)(i) does not permit a governing body to hold an executive session solely
because an attorney representing the agency is present. For purposes of this subsection (1)(i),
"potential litigation" means matters protected by RPC 1.6 or RCW 5.60.060(2)(a) concerning:

(i) Litigation that has been specifically threatened to which the agency, the governing body,
or a member acting in an official capacity is, or is likely to become, a party;

(ii) Litigation that the agency reasonably believes may be commenced by or against the
agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has
identified when public discussion of the litigation or legal risks is likely to result in an adverse
legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western
library network prices, products, equipment, and services, when such discussion would be likely
to adversely affect the network's ability to conduct business in a competitive economic climate.
However, final action on these matters shall be taken in a meeting open to the public;

(k) To consider, in the case of the state investment board, financial and commercial
information when the information relates to the investment of public trust or retirement funds and
when public knowledge regarding the discussion would result in loss to such funds or in private
loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the
development, acquisition, or implementation of state purchased health care services as
provided in RCW 41.05.026;

(m) To consider in the case of the life sciences discovery fund authority, the substance of
grant applications and grant awards when public knowledge regarding the discussion would
reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of
grant applications and grant awards when public knowledge regarding the discussion would
reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the presiding officer of a governing body shall
publicly announce the purpose for excluding the public from the meeting place, and the time
when the executive session will be concluded. The executive session may be extended to a
stated later time by announcement of the presiding officer.