

DOH CONTRACT #: C16889

2012 - 2014

WASHINGTON STATE
DEPARTMENT OF HEALTH
CONSOLIDATED CONTRACT

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CONSOLIDATED CONTRACT
between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
(Referred to as "DOH")
and
KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT
(Referred to as "LHJ")
for

THE DELIVERY OF PUBLIC HEALTH SERVICES
FOR THE PERIOD OF

January 1, 2012 through December 31, 2014

1. Purpose

This Contract is created in accordance with **RCW 43.70.520 – Public Health Services Improvement Plan**. The purpose of this Contract is to define our joint and cooperative relationship. It is also the basis for facilitating the delivery of public health services to the people in Washington State in accordance with the Public Health Improvement Plan. This Contract is the result of a cooperative planning effort between the LHJ and DOH. The parties believe that this Contract accurately reflects their common purpose.

2. Statements of Work

The individual program activities, requirements, and outcomes/deliverables to be achieved by the LHJ under this Contract are described in Exhibit A, Statements of Work, and are consistent with RCW 43.70.580 requirements for performance-based contracts.

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

3. Exhibits

This Contract incorporates by reference the following Exhibits:

- Exhibit A - Statements of Work
- Exhibit B - Allocations

4. Definitions

As used throughout this Contract, the following terms shall have the meanings set forth below:

“American Recovery and Reinvestment Act of 2009 (ARRA or the Recovery Act)”: A federal act intended to create jobs and promote investment and consumer spending during the late-2000s recession, more often called the Great Recession.

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

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

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

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

“Contracting Officer”: DOH’s Contracts Manager and his/her delegates.

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

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

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

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

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

“Subrecipient” or “Subgrantee”: An entity that receives federal money or goods directly or indirectly from DOH and makes decisions regarding who can receive what federal assistance; has its performance measured against the objectives contained in the DOH agreement with the federal government; makes decisions on how to operate the program to accomplish the program goals; has the obligation to comply with federal subrecipient requirements; and/or used federal funds to carry out DOH’s programs.

“Vendor”: An entity that provides goods or services to DOH and others. A vendor normally operates its business in a competitive environment, provides its goods and/or services to many different purchasers during normal business hours, and does not have the same responsibilities and/or obligations as a subrecipient.

5. Funding and Billing

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

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

- B. If the Exhibit A, Statement of Work, is supported by federal funds that require compliance with ARRA (the Recovery Act) or FFATA (the Transparency Act), the corresponding checkbox on the statement of work will be checked.

- C. Total consideration for this Contract is \$84,955, or as amended.

- D. The LHJ will submit accurate and timely billings which, for clarity and consistency, will be prepared using the form provided and following the instructions located at <http://www.doh.wa.gov/concon/>.

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

- E. The LHJ will submit a BARS A financial report by March 15 for the prior calendar year.

6. Contract Management

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

LHJ Contract Coordinator:		DOH Contract Coordinator:	
Name: Candi Blackford		Name: Brenda Henrikson	
		Title: Contracts Specialist	
Mailing Address:		Mailing Address:	
507 N. Nanum Street, Suite 102 Ellensburg WA 98926		PO Box 47905, Olympia WA 98504-7905	
Physical Address:		Physical Address:	
Same as above		101 Israel Rd. SE, Tumwater WA 98501-5570	
Phone: 509-962-7515	Fax: 509-962-7581	Phone: 360-236-3933	Fax: 360-586-2655
Email Address:		Email Address:	
candi.blackford@co.kittitas.wa.us		brenda.henrikson@doh.wa.gov	

A party may change its Contract Coordinator from time to time by providing written notice to the other party. DOH Program Contacts can be found in the Statements of Work in Exhibit A and at: <http://www.doh.wa.gov/concon/>.

7. Access to Records

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

8. All Writings Contained Herein

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

9. Assignment

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

10. Assurances

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

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

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

11. Confidential Information

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

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

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

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

12. Ethics

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

13. Debarment Certification

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

14. Disputes

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a non-binding determination. Each party shall timely appoint one member to the dispute board. Those members shall jointly appoint an additional member. The dispute board shall timely review the facts, Contract terms and applicable law and rules, and make its determination. Provided that each party and the dispute board act in a timely manner, the parties agree not to seek legal or equitable relief in the courts until the dispute board renders its determination. Thereafter, either party may seek legal or equitable relief in the courts.

15. Equipment Purchases

Equipment purchased by the LHJ for use by the LHJ or its subcontractors during the term of this Contract using federal funds, in whole or in part, shall be the property of the LHJ. The use, management and disposal of the equipment must comply with federal requirements. These requirements are found in the OMB Circular A-102 or are included in the federal funding agency's regulations.

16. Funding Contingency

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way during the term of this Contract, the parties agree to negotiate reasonably and in good faith to amend this Contract to reflect the changed funding.

17. Governing Law and Venue

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

18. Independent Capacity

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

19. Insurance

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

20. Licensing, Accreditation and Registration

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

21. Maintenance of Records

Each party to this Contract shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by it. All books, records, documents, and other material relevant to this Contract will be retained for six years after expiration. 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.

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

22. Modifications/Waivers

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

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

23. No Third-Party Rights Created

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

24. Nondiscrimination

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

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

25. Order of Precedence

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

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

26. Ownership of Material/Rights in Data

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

27. Publications

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

28. Responsibility for Actions

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

29. Severability

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

30. Subcontracts

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

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

31. Subrecipient

For those activities designated as "subrecipient" on Exhibit A, Statements of Work, the LHJ must comply with applicable federal requirements, including but not limited to OMB Circular A-87, A-102, A-133, and program specific federal regulations. If the LHJ expends \$500,000 or more in federal awards from all sources, it is responsible for obtaining appropriate audits. Additional information is available at <http://www.doh.wa.gov/concon/>.

32. Survivability

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

33. Term

This Contract will be in effect from January 1, 2012 through December 31, 2014, unless terminated earlier as provided herein.

34. Termination for Convenience

Either party may terminate this Contract, or any program hereunder, for convenience by providing at least 30 days' advance written notice to the other party.

35. Termination for Default

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

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

36. Termination Procedure

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

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

DOH may withhold from any amounts due the LHJ for such completed work or services such sum as the Contracting Officer reasonably determines to be necessary to protect DOH against potential loss or liability.

The rights and remedies of DOH provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

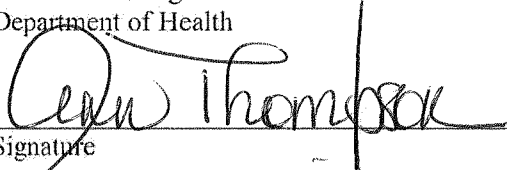
After receipt of a written notice of termination, the LHJ shall:

- Stop work under the Contract on the date and to the extent specified in the notice;
- Place no further orders or subcontracts for materials, services, or facilities, except as necessary to complete such portion of the work not terminated;

- Assign to DOH, to the extent reasonably directed by the Contracting Officer and to the extent that the LHJ has the legal right to do so, all of the right, title, and interest of the LHJ under the orders and subcontracts in which case DOH has the right, at its reasonable discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he/she may reasonably require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to DOH and deliver, as reasonably directed by the Contracting Officer, any property which, if the Contract had been completed, would have been required to be furnished to DOH;
- Complete performance of such part of the work not terminated by the Contracting Officer; and,
- Take such action as may be necessary, or as the Contracting Officer may reasonably direct, for the protection and preservation of the property related to this Contract which is in the possession of the LHJ, or its subcontractors, and in which DOH has or may acquire an interest.

IN WITNESS WHEREOF, the parties have executed this Contract.

State of Washington
Department of Health

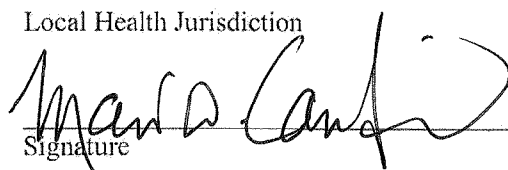

Signature

Title: Contracts Administrator

Print Name:

Date: 2/16/2012

Local Health Jurisdiction


Signature

Title: Administrator

Print Name:

Maria D Canfield

Date: 2/10/2012

**APPROVED AS TO FORM ONLY BY THE
OFFICE OF THE ATTORNEY GENERAL**

STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

3. CERTIFICATION REGARDING LOBBYING

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

the physical and mental health of the American people.

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

- 1) By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- 4) The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this

contract is submitted for assistance in obtaining a copy of those regulations.

- 6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- 7) The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

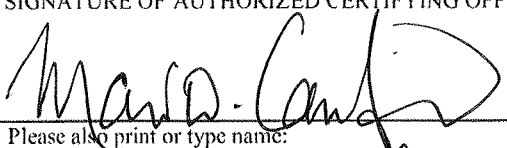
**7. CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS
-- PRIMARY COVERED
TRANSACTIONS**

- 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a

public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Administrator
Please also print or type name: Maria D Canfield	
ORGANIZATION NAME: (if applicable) Kittitas County Public Health	DATE 2/10/2012

ASSURANCES – NON CONSTRUCTION PROGRAMS

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

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

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

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


1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

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

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Administrator
Please also print or type name: Marra D Canfield	
ORGANIZATION NAME: (if applicable) Kittitas County Public Health	DATE 2/10/2012

**KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT
2012-2014 CONSOLIDATED CONTRACT #C16889
EXHIBIT A - STATEMENTS OF WORK
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Exhibit A
Statement of Work
Contract Term: 2012-2014

DOH Program Name or Title: Maternal & Child Health - Effective January 1, 2012

Local Health Jurisdiction Name: Kittitas County Public Health Department
Contract Number: C16889

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

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

Funding Source <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (if applicable) <input type="checkbox"/> ARRA (Recovery Act) <input checked="" type="checkbox"/> FFATA (Transparency Act)	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work is to add Maternal and Child Health Block Grant (MCHBG) activities and funding for the contract year January 1, 2012 to December 31, 2012.

Revision Purpose: N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
FFY12 MCHBG HCO CONCON FEDERAL	93.994	333.99.94	78131221	Start Date	End Date	0	32,713	32,713
TOTALS						0	32,713	32,713

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
The MCHBG Activity Plans are operational documents which include further details of those LHJ contract activities listed in the Task/Activity column of this statement of work and may change over the course of this contract period.					
1.	Work with the local community to assure maternal-child health problems are identified and addressed and that women, children, adolescents and their families, including those with special health care needs, have access to comprehensive, quality systems of care and are linked to needed services.				
	<u>POPULATION BASED SERVICES</u> PB 3.2 Media campaigns or educational programs PB 7.8 Vaccine distribution and immunization outreach PB 7.14 Write In: School health programs <u>ENABLING SERVICES</u> EN 7.1 Care coordination for CSHCN		Complete a Final Annual Report and Federal MCH Report on 2011 activities. Complete Mid-Year Review , via phone or email, with Maternal and Child Health (MCH) ConCon Coordinator, of progress on contract activities listed in your MCHBG 2011-2012 Activity Plan.	March 2, 2012 July 13, 2012 December 31, 2012	Reimbursement for actual costs, not to exceed total MCH program contract funding.

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<u>DIRECT HEALTH SERVICES</u> DHS 7.6.2 Direct health services for incarcerated women		Submit an Interim Annual Report and Federal MCH Report on submitted and approved work activities listed on your MCHBG 2011-2012 Activity Plan to MCH ConCon Coordinator.		
2.	Administer allocated funds for diagnosis and treatment of infants and children according to Children with Special Health Care Needs (CSHCN) Program policies and procedures.				
2.1	Complete intake and renewal process into Child Health Intake Form (CHIF) Automated System on all infants and children receiving assistance and accessing services through the CSHCN Program. Submit CHIF client data on computer diskette for all children served, both new and renewals, according to CSHCN Program policies and procedures.		Client data on CD	Submit quarterly	NA
2.2	Complete a Health Services Authorization (HSA) form for purchased CSHCN services.		Completed HSA forms	Submit when generated	NA
2.3	Manage DX/TX allocation fund balance; track and report status of obligations according to CSHCN Program policies & procedures.		DX/TX Allocation fund report	Submit monthly	NA

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other revised Standards/Measures that may apply, can be found at:
<http://www.doh.wa.gov/PHIP/catalog/topic/phs.htm>

Program Specific Requirements/Narrative

This section is for program specific information not included elsewhere.

Special Requirements:

Federal Funding Accountability and Transparency Act (FFATA)

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

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

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

Program Manual, Handbook, Policy References:

See submitted MCHBG 2011-2012 Activity Plans for agency specific approved work activities.
Children with Special Health Care Needs Manual 11/09

Staffing Requirements: N/A

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)]. An exception process is available.
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)].

Special References (RCWs, WACs, etc):

"HRSA -Understanding Title V of the Social Security Act" http://ask.hrsa.gov/detail_materials.cfm?ProdID=687

"Social Security Act Title V Laws" http://www.ssa.gov/OP_Home/ssact/title05/0500.htm

Monitoring Visits (frequency, type):

1. Mid-year check-in - July
2. Review and Approve Program Reports for calendar year 2011 and 2012

Definitions: N/A

Assurances/Certifications: N/A

Special Billing Requirements: N/A

Special Instructions: N/A

Other: N/A

DOH Program Contact

Donna Compton, MCH ConCon Coordinator
Department of Health
PO Box 47855, Olympia, WA 98504-7855
donna.compton@doh.wa.gov
360-236-3558

Exhibit A
Statement of Work
Contract Term: 2012-2014

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

Local Health Jurisdiction Name: Kittitas County Public Health Department

Contract Number: C16889

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

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

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

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

Revision Purpose: N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
Drinking Water Group A - SS	66.468	333.66.48	2421921A	01/01/12	12/31/12	0	3,500	3,500
Drinking Water Group A - TA	66.468	333.66.48	2421921B	01/01/12	12/31/12	0	2,000	2,000
Drinking Water Group A - SS State	N/A	334.04.98	2421252C	01/01/12	12/31/12	0	3,500	3,500
TOTALS						0	9,000	9,000

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by DOH Office of Drinking Water (DOH) Regional Office. See Special Instructions for task activity.		1. Provide inspection reports to DOH Regional Office where the water system is located. Reports shall include: a. Cover letter. b. Small Water System checklist. c. Updated Water Facilities Inventory (WFI). d. Photos of water system. e. Any other supporting documents. 2. Provide DOH Regional Office with quarterly reports	Inspection reports due to the DOH Regional Office within 30 days of conducting the sanitary survey. Quarterly reports due to the DOH Regional Office	LHJ shall be paid \$500 for each completed sanitary survey (inclusive of all associated costs such as consulting fee, travel, lodging, per diem). Payment is authorized upon receipt and acceptance of inspection reports and submittal of quarterly reports documenting deliverables.

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			documenting deliverables. Reports shall include: a. List of sanitary surveys conducted during the quarter. b. List of uncooperative systems. c. Water system identified by name, PWS ID#, county, and date surveyed. See Special Instructions for deliverable timeframes.	within 30 days of the end of the quarter. Quarterly periods are: Jan 1 - March 31 April 1 - June 30 July 1 - Sept 30 Oct 1 - Dec 31	
2	Trained LHJ staff will provide limited direct technical assistance to small community and non-community Group A water systems identified by DOH Regional Office. Limited direct technical assistance includes: A. Special Purpose Investigations (SPI) B. Follow-up visit after initial technical assistance or sanitary survey to confirm work and recommendations were addressed. C. Assist water system operator through one-on-one training or TA in completing work and recommendations requested by the DOH to meet applicable drinking water regulations. See Special Instructions for task activity.		1. Provide inspection reports to DOH Regional Office where the water system is located. Reports shall include: a. Summary of assistance provided, overall findings and recommendations. b. Any supporting documents and photos. c. Water system identified by name, PWS ID#, county, and date assistance provided. 2. Provide DOH Regional Office with quarterly reports documenting deliverables. Reports shall include: a. List summarizing technical assistance provided during the quarter. b. Water system identified by name, PWS ID#, county, and date surveyed.	Inspection reports due to the DOH Regional Office within 30 days of providing technical assistance, except that SPIs due to a coliform exceedance incident (Task 2A) must be completed and the report submitted to the DOH Regional Office within 2 working days of the service request. Quarterly reports are due to the DOH Regional Office within 30 days of the end of the quarter. Quarterly periods are: Jan 1 - March 31 April 1 - June 30 July 1 - Sept 30 Oct 1 - Dec 31	LHJ shall be paid for each completed task at the rate specified below (inclusive of all associated costs): Task 2A: \$500 Task 2B: \$500 Task 2C: \$750 Payment is authorized upon receipt and acceptance of inspection reports and submittal of quarterly reports documenting deliverables

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

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other revised Standards/Measures that may apply, can be found at: <http://www.doh.wa.gov/PHIP/catalog/topic/phs.htm>

Program Specific Requirements/Narrative

Staffing Requirements

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

Special References (RCWs, WACs, etc)

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

Special Billing Requirements

The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of **\$7,000 for Task 1** and **\$2,000 for Task 2 and Task 3** combined during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above. When invoicing for sanitary surveys, bill \$250 to BARS Revenue Code 333.66.48 and \$250 to BARS Revenue Code 334.04.98.

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

Special Instructions

Task 1

LHJ will evaluate the water system for physical and operational deficiencies and prepare a written inspection report. The inspection will include an evaluation of the following eight elements: source; treatment; distribution system; finished water storage; pumps, pump facilities and controls; monitoring, reporting and data verification; system management and operation; and certified operator compliance. If a system is more complex than anticipated or other significant issues arise, the LHJ may request DOH assistance.

No more than **14** surveys to be completed during this contracting period.

Task 2

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

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

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

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

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

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

DOH Program Contact:

Danielle Russell
DOH Office of Drinking Water
16201 E. Indiana Ave, Suite 1500
Spokane Valley, WA 99216
Danielle.Finley@doh.wa.gov
(509) 329-2136

DOH and LHJ Roles

TASK	ODW	LHJ
Prioritize water systems to be surveyed and technical assistance to be provided during the contract period.	X	
Notify selected systems of the sanitary survey requirement or technical assistance to be provided.	X	
Schedule survey and if needed, request a pre-survey data packet.		X
Review pre-survey data prior to inspection.		X
Perform inspection and send draft inspection report to DOH for concurrence prior to sending a copy to the Purveyor.		X
Inspection reports to include deliverables as specified above for each task.		
Prior to sending inspection report to purveyor, DOH will review inspection report to determine the public health significance of any findings and (if needed) provide additional instructions to the purveyor. Draft report will be returned to LHJ within 3 days.	X	
When survey findings indicate a need for immediate corrective action per the Significant Deficiencies Directive Memorandum K.02, DOH will follow-up with the system to ensure the deficiencies have been corrected. If necessary, DOH will develop a compliance strategy. Formal enforcement could include: A Bilateral Compliance Agreement (BCA), Departmental Order (DO), or State Health Order (SHO).	X	
If the Purveyor is uncooperative and refuses the survey, LHJ will notify DOH Sanitary Survey Coordinator.		X
DOH will send a second letter reminding the system of their survey requirement.	X	
If the Purveyor is still uncooperative and refuses the survey, LHJ will notify DOH Sanitary Survey Coordinator.		X
DOH will issue a Notice of Violation (NOV) with an offer for a Bilateral Compliance Agreement (BCA) to the non-responsive system.	X	
DOH will invoice water system upon completion of inspection (unless LHJ collects local fees)	X	
Submit A-19 1A invoice to DOH Contracts Office for payment. Provide a copy to the Eastern Regional Office.		X
Perform joint quality control surveys with DOH.	X	X
Annually review and confirm work completed; schedule new assignments; re-negotiate contract and discuss concerns or provide feedback on the program and process.	X	X

Exhibit A
Statement of Work
Contract Term: 2012-2014

DOH Program Name or Title: Office of Immunization and Child Profile (OICP) -
Effective January 1, 2012

Local Health Jurisdiction Name: Kittitas County Public Health Department

Contract Number: C16889

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

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

Funding Source <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (if applicable) <input type="checkbox"/> ARRA (Recovery Act) <input type="checkbox"/> FFATA (Transparency Act)	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work is to define required immunization tasks, deliverables, and funding.

Revision Purpose: N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
FFY12 VFC Ops	93.268	333.92.68	74203210	01/01/12	12/31/12	0	3,506	3,506
FFY12 317 Ops	93.268	333.92.68	74201210	01/01/12	12/31/12	0	1,885	1,885
FFY12 AFIX	93.268	333.92.68	74205210	01/01/12	12/31/12	0	8,014	8,014
TOTALS						0	13,405	13,405

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Perform accountability activities in accordance with state and federal requirements for the Vaccines for Children (VFC) Program as outlined in the Centers for Disease Control (CDC) VFC Operations Guide and as directed by the state administrators of the VFC program. Accountability requirements include, but are not limited to: provider education, provider site visits and required corrective action, quality assurance activities, VFC screening, satisfaction survey, outside provider agreements, new provider enrollment visits, fraud and abuse reporting, monthly accountability reports, and private provider report of vaccine usage.					
1.	Facilitate annual renewal of the Outside Provider Agreement for Receipt of State Supplied Vaccine for all health care providers receiving state-supplied childhood vaccines.		Outside Provider Agreements for Receipt of State Supplied Vaccine (DOH 348-022) paper form or on-line via the Washington Immunization Information System.	Annually, per Annual VFC Provider Agreement Update Schedule	Reimbursement for actual costs incurred, not to exceed total funding consideration amount *Funds available for this task: FFY12 AFIX, 74205210

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
					*See Restrictions on Funds below.
2.	Enroll new providers. Conduct an enrollment site visit to all new providers, and gather information needed to complete Program enrollment.		A copy of the Quality Assurance Activity Cover Sheet (DOH 348-151) and the Outside Provider Agreement for Receipt of State Supplied Vaccine (DOH 348-022)	At the time of new provider enrollment	Reimbursement for actual costs incurred, not to exceed total funding consideration amount. *Funds available for this task: FFY12 AFIX, 74205210 *See Restrictions on Funds below.
3.	Use and facilitate provider use of the Washington Immunization Information System to place and approve provider vaccine orders. Monitor provider orders for appropriateness (including: accuracy of shipping information, order frequency, timing, quantity and type)		Electronic submission of provider vaccine orders via the Washington Immunization Information System or Provider Request for Childhood Vaccine (DOH 348-015) and Provider Request for Childhood Seasonal Flu Vaccine (DOH 348-118)	Monthly based on provider order schedule	Reimbursement for actual costs incurred, not to exceed total funding consideration amount. Funds available for this task: FFY12 VFC Ops, 74203210 FFY12 317 Ops, 74201210
4.	Monitor vaccine accountability reports for compliance with VFC Provider Agreement related to vaccine management (ordering, inventory management, reconciliation, compliance with storage and handling, and reporting of all vaccine incidents and returns).		1) Monthly Vaccine Accountability Report (DOH 348-006) 2) Private Provider's Monthly Report of Vaccine Usage (DOH 348-025)	1) By the 15 th of each month 2) Submit electronically at the time of vaccine order via the Washington Immunization Information System; retain paper form for	Reimbursement for actual costs incurred, not to exceed total funding consideration amount. *Funds available for this task: FFY12 AFIX, 74205210

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			3) Report of Vaccine Storage Incidents (DOH 348-154) complete with reason and corrective action 4) Report all cases (or suspected cases) of vaccine fraud or abuse.	review at the time of LHJ site visit by DOH 3) Notify the Office of Immunization and Child Profile within 7 days of the incident 4) Notify the Office of Immunization and Child Profile within 7 days of the incident	*See Restrictions on Funds below.
5.	Provide communication, technical assistance, consultation, and education to providers about vaccine quality assurance, accountability, program participation and vaccine management.		A copy of the Summary of LHJ Technical Assistance Form (DOH 348-257) and as reflected in the completion of deliverables outlined in Tasks 1 – 4.	Annually by December 31	Reimbursement for actual costs incurred, not to exceed total funding consideration amount. Funds available for this task: FFY12 VFC Ops, 74203210 FFY12 317 Ops, 74201210
6.	Conduct VFC site visits at four (4) private provider sites within your jurisdiction. Site visits should address all requirements outlined in the Outside Provider Agreement, the CDC Vaccines for Children (VFC) Operations Manual, and as directed by the state administrators of the Vaccines for Children program.		1) VFC/AFIX Site Visit Selection Planning Form (DOH 348-158) identifying all providers who will receive a VFC site visit 2) A completed copy of the most recent CDC approved VFC Provider Compliance Site Visit Questionnaire (DOH 348-156) for each public and private provider site visit completed. 3) A copy of the Site Visit Cover Sheet (DOH 348-151)	1) Annually by January 15 2) Within thirty (30) days of when the site visit is conducted (no later than October 31, annually) 3) Within thirty (30) days of when the site visit is	Reimbursement for actual costs incurred, not to exceed total funding consideration amount. *Funds available for this task: FFY12 AFIX, 74205210 *See Restrictions on Funds below.

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			for each public and private provider site visit where non-compliance is identified, documenting corrective action(s) 4) A copy of the VFC/AFIX Site Visit Progress Report Form (DOH 348-157) listing which enrolled provider site visits were completed during the reporting period.	conducted (no later than October 31, annually) 4) By the 15 th of the month following the end of each quarter.	
7.	<p>Conduct AFIX (Assessment, Feedback, Incentive, eXchange) site visits at one (1) private provider site within your jurisdiction. Each AFIX visit should include: an assessment of practice immunization coverage rates for children ages 24 – 35 months old, sharing the coverage rate information with the provider and discussing opportunities for improvement in coverage rates and immunization practices.</p> <p>For family practices providers who primarily serve adolescent patients, an adolescent-only AFIX visit may be performed, assessing immunization coverage rates for patients 13-18 years old, per the <u>Adolescent-Only AFIX Protocols</u>.</p> <p>CoCASA (Comprehensive Clinical Assessment Software Application) should be used to assess the clinic's immunization coverage rates.</p>		<p>1) VFC/AFIX Site Visit Selection Planning Form (DOH 348-158) identifying all providers who will receive an AFIX site visit</p> <p>2) A copy of the AFIX Feedback Form (DOH 348-159), which documents that providers were given verbal/written feedback regarding their immunization coverage rates.</p> <p>3) Provide the private health care provider with feedback and a copy of the final printed report(s) that were generated using CoCASA.</p>	<p>1) Annually by January 15</p> <p>2) Within thirty (30) days of when the AFIX assessment is conducted (no later than October 31, annually)</p> <p>3) Within thirty (30) days of when the AFIX assessment is conducted (no later than October 31, annually)</p>	<p>Reimbursement for actual costs incurred, not to exceed total funding consideration amount.</p> <p>Funds available for this task*: FFY12 AFIX, 74205210</p> <p>*See Restrictions on Funds below.</p>
8.	<p>Conduct activities to prevent perinatal hepatitis B infection in accordance with the <u>Perinatal Hepatitis B Prevention Program Guidelines</u>, including the following:</p> <p>1) identification and reporting of HBsAg-positive mothers and their infants;</p>		<p>1) Enter information for each case identified into the Perinatal Hepatitis B module of the WA Immunization Information System or complete a Perinatal Hepatitis B Confidential Case Report --</p>	<p>1) By the 15th of each month</p>	<p>Reimbursement for actual costs incurred, not to exceed total funding consideration amount.</p> <p>Funds available for this task:</p>

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>2) case management and tracking of infants to assure that they receive the first dose of HBIG and hepatitis B vaccine shortly after birth, the second dose at 1-2 months of age, the third dose at 6 months of age, and post-vaccination testing including HBsAg and anti-HBs at 9-18 months of age or 1-2 months after completing dose number three; and</p> <p>3) identification and tracking of susceptible household and sexual contacts to assure that they receive HBIG and/or hepatitis B vaccine, and post-vaccination testing if appropriate</p>		<p>Mother/Infant (DOH 348-030) and Household Contact (DOH 348-035) for each case identified</p> <p>2) Quarterly Perinatal Hepatitis B Outreach Summary (DOH 348-XXX)</p>	2) By the 15 th of the month following the end of each quarter	FFY12 317 Ops. 74201210

***For Information Only:**

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

<http://www.doh.wa.gov/PHIP/catalog/topic/phs.htm>

Program Specific Requirements/Narrative

- All LHJ staff who conduct VFC Compliance Site Visits and AFIX visits must participate in an annual VFC & AFIX training, conducted by DOH Office of Immunization and Child Profile (OICP) staff or their designee.

Program Manual, Handbook, Policy References

Office of Immunization and Child Profile References:

- Annual VFC Provider Agreement Update Schedule posted on the DOH Consolidated Contract website at <http://www.doh.wa.gov/concon/>
- Guidelines for VFC Status Screening at <http://www.doh.wa.gov/cfh/immunize/documents/vfcstatusscreen.pdf>
- Vaccine Accountability and Management Business Rules and Guidelines at <http://www.doh.wa.gov/cfh/immunize/documents/3rdpartyguides.pdf>
- Adolescent-only AFIX Protocols
- Site Visit Selection Protocol
- Perinatal Hepatitis B Prevention Program Guidelines at <http://www.doh.wa.gov/cfh/immunize/documents/hepbmanual.pdf>

CDC Reference:

- VFC Operations Guide at <http://www.cdc.gov/vaccines/programs/vfc/operations-guide.htm> (Note: All site visit reviewers are required to have access to the most current CDC VFC Operations Guide at every VFC compliance site visit).

Staffing Requirements: N/A

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

- Allowable expenses with 317 and VFC FA Operations Funds (dated September 7, 2011) document posted on the DOH Consolidated Contract website at <http://www.doh.wa.gov/concon/>
- In addition to the funding listed in the Payment Information and/or Amount column for each task, FFY12 317 Ops funding may be used for any activity in this statement of work, per funding availability.

Special References (RCWs, WACs, etc.): N/A

Monitoring Visits (frequency, type)

- All new LHJ site visit reviewers are required to have at least one observational visit conducted by DOH OICP staff or their designee. DOH OICP staff (or designee) will periodically conduct observational VFC/AFIX site visits with all other LHJ reviewers who conduct VFC Compliance Site Visits.

Definitions: N/A

Assurances/Certifications: N/A

Special Billing Requirements: N/A

Special Instructions: N/A

Other: N/A

DOH Program Contact

Tawney Harper
Administration Unit Section 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

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

Exhibit A
Statement of Work
Contract Term: 2012-2014

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

Local Health Jurisdiction Name: Kittitas County Public Health Department

Contract Number: C16889

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

Period of Performance: January 1, 2012 through August 9, 2012

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

Statement of Work Purpose: The purpose of this statement of work is to provide funding for FFY11 Public Health Emergency Preparedness & Response activities beginning January 1, 2012.

Revision Purpose: N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
FFY11 PHEPR LHJ FUNDING	93.069	333.90.69	18101239	01/01/12	08/09/12	0	26,944	26,944
TOTALS						0	26,944	26,944

CDC ACTIVITIES:

Task Number	Task/Activity Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2.1	Complete a DOH provided gap analysis tool of the Centers for Disease Control (CDC) Public Health Emergency Preparedness (PHEP) Capabilities		Submit completed gap analysis.	Within 45 days of receipt of tool, whichever is later	Reimbursement for costs, not to exceed total funding consideration amount.
2.2	Complete a DOH provided work plan template outlining details for the first year, and projected activities for the following 4 years. First year activities should be based on the priorities identified in the gap analysis.		Submit a completed work plan.	01/31/12 or within 45 days of the receipt of the template, whichever is later	
			Submit end of year progress report on activities.	08/01/12	
2.3	Update local plans (emergency response, emergency communications, communicable disease, and training and exercise) as the 15 CDC capabilities are developed in the jurisdiction.		Submit updated plans, procedures, and/or protocols (as applicable) to DOH.	08/01/12	
2.4	Each LHJ is to be available 24/7 for urgent or emergency issues and participate in regular state-		Provide DOH (Office of Public Health Planning and	08/01/12	

Task Number	Task/Activity Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	initiated testing.		Development) with current agency emergency phone number(s).		
2.5	Provide training and educational opportunities to public health staff and community partners as applicable.		Submit training records not contained in SmartPH using the format provided by DOH.	03/01/12 and 08/01/12	
2.6	Each LHJ will conduct a tabletop or more complex exercise of a portion of their emergency response plan (see PHEPR Activities Guidance and Clarification document for specific requirements). Participate in the Regional Healthcare Coalition medical surge exercise.		Submit after action reviews and corrective action plans.	60 days after the exercise	
2.7	Maintain emergency communications equipment and participate in a quarterly test of satellite phones.		Submit test results to DOH	Quarterly	
2.8	Adhere to federal National Incident Management System (NIMS) compliance guidelines and report compliance activities. Specific information about current NIMS requirements can be found on the Federal Emergency Management Agency (FEMA) website: : http://www.fema.gov/emergency/nims/		Report compliance activities through DOH provided on-line reporting tool.	08/01/12	
2.9	Participate in DOH initiated surveys regarding systems and surveillance data as requested.		Submit completed surveys, assessments, and disease outbreak summaries.	Within 30 days of request.	
2.10	Each non-Cities Readiness Initiative (CRI) LHJ will participate with state or regional officials in a Technical Assistance Review (TAR) of Strategic National Stockpile (SNS) Plan and work to achieve the SNS mandated score of 69 or higher.		Submit all documents to be reviewed to the state and regional officials 21 days prior to the scheduled TAR. Participate with state or regional officials to accomplish TAR.	21 days prior to TAR As scheduled	

***For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other revised Standards/Measures that may apply, can be found at: <http://www.doh.wa.gov/PHIP/catalog/topic/phs.htm>

Program Specific Requirements/Narrative

This section is for program specific information not included elsewhere.

Special Requirements:

Federal Funding Accountability and Transparency Act (FFATA)

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

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

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

DOH Program Contact:

Brad Halstead, Finance Analyst

Department of Health

PO Box 47890, Olympia, WA 98504-7890

brad.halstead@doh.wa.gov

PHEPR Deliverable Submission: concondeliverables@doh.wa.gov

360-236-4054

Exhibit A
Statement of Work
Contract Term: 2012-2014

DOH Program Name or Title: Tobacco Prevention & Control Program -
Effective January 1, 2012

Local Health Jurisdiction Name: Kittitas County Public Health Department

Contract Number: C16889

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

Funding Source <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (if applicable) <input type="checkbox"/> ARRA (Recovery Act) <input type="checkbox"/> FFATA (Transparency Act)	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Period of Performance: January 1, 2012 through June 30, 2012

Statement of Work Purpose: The purpose of this statement of work is to provide funding for youth tobacco prevention activities including retailer education.

Revision Purpose: N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
Youth Tobacco Prevention	N/A	334.04.93	78710630	Start Date	End Date	0	2,893	2,893
TOTALS						0	2,893	2,893

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Goal	Prevent Youth from Beginning to Use Tobacco		Report monthly activities electronically using CATALYST.	To be entered in CATALYST no later than the 10 th of the following month.	Cost reimbursement based on data in CATALYST.
1	<u>Provide Tobacco Prevention Activities that may include:</u> - Community coalition meetings - Education to policy makers and general public - Press releases on tobacco issues - Enforcement of Smoking in Public Places Law	4.1.1 B: Establish and actively participate in collaborative partnerships and coalitions to address public health issues	1. Conduct community engagement activities to discourage youth tobacco use. 2. Documentation in CATALYST of all tobacco prevention activities.	1 & 2 To be entered in CATALYST no later than the 10 th day of the following month.	Reimbursement for actual expenditures, not to exceed total funding consideration. Reimbursements will be based on data in CATALYST.
2	<u>Tobacco Retailer Education</u> Educate retailers about youth access laws (RCW 70.155 and 26.28.080) and assist retailers in complying with those laws. Educational activities should include multiple approaches and cover the maximum number of retailers in the	6.1S 6.1L 6.4S 6.4L	Documentation in CATALYST of tobacco retailer education work.	To be entered in CATALYST no later than the 10 th of the following month.	Reimbursement for actual expenditures, not to exceed total funding consideration. Reimbursements will be based on data in

Task Number	Task/Activity/Description	*May Support PHIP State and Local Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	community, especially near schools, other areas where youth congregate (i.e. skate parks, ball fields, recreation centers), and where there is a higher proportion of customers from priority populations.				CATALYST.

***For Information Only:**

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

<http://www.doh.wa.gov/PHIP/catalog/topic/phs.htm>

Program Specific Requirements/Narrative

The work will be performed in accordance with the Activity Work Plan, incorporated by this reference, submitted by the Contractor to Department of Health (DOH) via the Community Action on Tobacco evALuation sYSTem (CATALYST). CATALYST is a web based tool located at <https://fortress.wa.gov/doh/catalyst/home/default.asp>.

Program Manual, Handbook, Policy References

Staffing Requirements

It is understood that the LHJ will have a designated Tobacco Prevention and Control (TPC) coordinator who has access to email and the Internet.

The LHJ will report their activities using CATALYST. CATALYST is a web based tool located at <https://fortress.wa.gov/doh/catalyst/home/default.asp>. Information and instructions for using CATALYST can be found at http://www.doh.wa.gov/tobacco/data_evaluation/Assessment/CATALYST/Training_Materials.htm

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

Special References (RCWs, WACs, etc)

Youth Tobacco Prevention Account: To coordinate and implement tobacco intervention strategies to prevent and reduce tobacco use by youth per RCW 70.155.120

Monitoring Visits (frequency, type)

Definitions

Assurances/Certifications

Special Billing Requirements

Upon review and approval of monthly activities as entered in CATALYST and receipt of an invoice voucher, DOH will reimburse for actual allowable program costs. Billings for services on a monthly fraction of the budget will not be accepted or approved.

Special Instructions

LHJ must:

- Conduct criminal background checks on all staff who have unsupervised contact with minors.
- Prohibit any staff with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of the consolidated contracts.

This requirement is consistent with existing statute RCW 9.96A.020.

Other**DOH Program Contact**

Frances Limtiaco

Department of Health

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(360) 236-3771

Kittitas County Public Health Department

EXHIBIT B
ALLOCATIONS
Contract Term: 2012-2014

Contract Number: C16889
Date: October 28, 2011

Chart of Accounts Program Title	Amendment	CFDA*	BARS Revenue Code*	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
				Start Date	End Date	Start Date	End Date			
Drinking Water Group A - SS	N/A	66.468	333.66.48	01/01/12	12/31/12	07/01/11	06/30/13	\$3,500	\$3,500	\$3,500
Drinking Water Group A - TA	N/A	66.468	333.66.48	01/01/12	12/31/12	07/01/11	06/30/13	\$2,000	\$2,000	\$2,000
PHEPR LHJ Funding	N/A	93.069	333.90.69	01/01/12	08/09/12	08/10/11	08/09/12	\$26,944	\$26,944	\$26,944
AFIX	N/A	93.268	333.92.68	01/01/12	12/31/12	01/01/12	12/31/12	\$8,014	\$8,014	\$8,014
317 Ops	N/A	93.268	333.92.68	01/01/12	12/31/12	01/01/12	12/31/12	\$1,885	\$1,885	\$1,885
VFC Ops	N/A	93.268	333.92.68	01/01/12	12/31/12	01/01/12	12/31/12	\$3,506	\$3,506	\$3,506
MCHBG HCO ConCon Federal	N/A	93.994	333.99.94	01/01/12	09/30/12	10/01/11	09/30/12	\$32,713	\$32,713	\$32,713
Youth Tobacco Prevention	N/A	N/A	334.04.93	01/01/12	06/30/12	07/01/11	06/30/13	\$2,893	\$2,893	\$2,893
Drinking Water Group A - SS State	N/A	N/A	334.04.98	01/01/12	12/31/12	07/01/11	06/30/13	\$3,500	\$3,500	\$3,500
TOTAL								\$84,955	\$84,955	
Total consideration:			\$84,955					GRAND TOTAL		\$84,955
GRAND TOTAL			\$84,955					Total Fed		\$78,562
								Total State		\$6,393

*Catalog of Federal Domestic Assistance

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