WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: *(i.e. Dept. Division and Program)*	Natural Resources- PIC Program (950530)
Contract or Grant Administrator:	Erika Douglas
Contractor's / Agency Name:	Washington Department of Health

Is this a New Contract? Yes ☒ No ☐ If not, is this an Amendment or Renewal to an Existing Contract? Yes ☐ No ☐
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes ☒ No ☐ If No, include WCC: _____
Already approved? Council Approved Date: _____
(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
Yes ☒ No ☐ If yes, grantor agency contract number(s): GVL24435-0 CFDA#: 66.123

Is this contract grant funded?
Yes ☐ No ☐ If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process?
Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Contract Cost Center: 813002

Is this agreement excluded from E-Verify? No ☐ Yes ☐ If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- ☐ Professional services agreement for certified/licensed professional.
- ☐ Contract work is for less than $100,000.
- ☐ Contract work is for less than 120 days.
- ☒ Interlocal Agreement (between Governments).
- ☐ Contract for Commercial off the shelf items (COTS).
- ☐ Work related subcontract less than $25,000.
- ☐ Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
$ 600,000

This Amendment Amount:
$ _____

Total Amended Amount:
$ _____

Council approval required for; all property leases, contracts or bid awards **exceeding $40,000**, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: This interagency agreement provides funds to the Whatcom County Flood Control Zone District to expand the successful Whatcom county Pollution Identification and Correction (PIC) program to cover additional drainage areas with commercial, tribal, or recreational shellfish closures of declining water quality. Activities include project management, program coordination, landowner contacts, technical and financial assistance, regulatory backstop, and community outreach and engagement.

Term of Contract: July 1, 2019-June 30, 2021 Expiration Date: June 30, 2021

Contract Routing:

1. Prepared by: ED Date: 8/09/19
2. Attorney signoff: Christopher Quinn Date: 8/12/2019
3. AS Finance reviewed: M Caldwell Date: 8/9/19
4. IT reviewed (if IT related): _____ Date: _____
5. Contractor signed: _____ Date: _____
6. Submitted to Exec.: _____ Date: _____
7. Council approved (if necessary): _____ Date: _____
8. Executive signed: _____ Date: _____
9. Original to Council: _____ Date: _____

Washington State Department of Health

CONTRACT NUMBER:	SUBRECIPIENT *
GVL24435-0	☒YES ☐NO
	FFATA FORM REQUIRED
	☒YES ☐NO

INTERAGENCY AGREEMENT
Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
And
WHATCOM COUNTY PUBLIC WORKS

THIS AGREEMENT is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and Whatcom County Public Works, hereinafter referred to as Contractor pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE: The purpose of this agreement is to expand the successful Whatcom County Pollution Identification and Correction (PIC) program to cover additional drainage areas with commercial, tribal, or recreational shellfish closures or declining water quality. In addition, Whatcom County will continue the PIC program in areas where water quality improvement is still needed, with a particular emphasis on the Nooksack/Portage Bay watershed, including transboundary efforts. This agreement partially funds Puget Sound Partnership Near Term Action (NTA) #2018-0171.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK AND BUDGET: The Contractor 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 set forth in Exhibit A, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this Agreement shall commence on **July 1, 2019** *and be completed on* **June 30, 2021**, unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If checked above, this Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this Agreement, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Information about your organization and this Agreement will be made available on www.USASpending.gov by DOH as required by P.L. 109-282. DOH's form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

PAYMENT: Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work

herein will not exceed **$600,000.00** in accordance with Exhibit A, attached hereto and incorporated herein. Consideration includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. 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.

Source of Funds:
Federal: **$600,000.00** State: Other: **TOTAL:** **$600,000.00**

Contractor agrees to comply with applicable rules and regulations associated with these funds.

BILLING PROCEDURE: Payment to the Contractor for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted per the Statement of Work, Exhibit A (if applicable) or within 60 days after the contract expiration date, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS: This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ALLOWABLE COST: Shall mean an expenditure which meets the test of the Uniform Guidance (2CFR 200) (see "I. Federal Compliance"). The most significant factors affecting allowability of cost are; 1) they must be necessary and reasonable, 2) they must be allocable, 3) they must be authorized or not prohibited under State or local laws and regulations, and 4) they must be adequately documented. For more specifics see Selected Items of Cost 2 CFR 200.420).

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

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable Federal and State statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH IT Security Officer at (360) 236-4432. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

CONTRACT MANAGEMENT: The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this agreement.

The Contract Manager for DOH is:		The Contract Manager for the Contractor is:	
Name:	Megan Schell	Name:	Erika Douglas
Office:	EPH/NEP	Title:	Contract Manager
Agency:	Department of Health	Company:	Whatcom County Public Works
Address:	PO Box 47824	Address:	322 N, Commercial, Suite 110
City, State, Zip:	Olympia, WA 98504-7824	City, State, Zip:	Bellingham, WA 98225
Phone:	(360)236-3307	Phone:	(360) 778-6294

CONTRACT: Shall mean the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the Contractor. See §200.22 Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a Contractor are when the non-Federal entity receiving the Federal funds:

A. Provides the goods and services within normal business operations;
B. Provides similar goods or services to many different purchasers;
C. Normally operates in a competitive environment;
D. Provides goods or services that are ancillary to the operation of the Federal program; and
E. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

CONTRACTOR: Shall mean that agency, firm, provider, organization, individual or other entity performing services under this contract. It shall include any subcontractor retained by the prime contractor as permitted under the terms of this contract.

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

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

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

A. Federal statutes and regulations
B. State statutes and regulations
C. Agreement amendments
D. The Agreement (in this order)
    1. Special Terms and Conditions (Exhibit C if used)
    2. Federal compliance and Standard Federal Certifications and Assurances (Attachment 1)
    3. Primary document (document that includes the signature page)
    4. Statement of Work (Exhibit A)

INDEPENDENT CAPACITY: The employees or agents of each party who are engaged in the performance of this Agreement 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.

NONCOMPLIANCE: Shall mean if a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

A. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate the Federal award.
D. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
E. Withhold further Federal awards for the project or program.
F. Take other remedies that may be legally available.

PRIVACY: Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this Agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless DOH for any damages related to the Contractor's unauthorized use of personal information.

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

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

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

RISK ASSESSMENT: Shall mean (2 CFR 200.331(b)) DOH is required to evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

A. The subrecipient's prior experience with the same or similar subawards;
B. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
C. Whether the subrecipient has new personnel or new or substantially changed systems; and
D. The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

SECURITY OF INFORMATION – Unless otherwise specifically authorized by the DOH IT Security Officer, Contractor receiving confidential information under this contract assures that:

- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: https://ocio.wa.gov/policy/securing-information-technology-assets.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:

    - Documented access authorization and change control procedures;
    - Card key systems that restrict, monitor and log access;
    - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
    - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
    - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;
    - Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
    - Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
    - Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
    - AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
    - Firewall rules and network address translation that isolate database servers from web servers and public networks;
    - Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
    - Log management and intrusion detection/prevention systems;
    - A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

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

SPECIFIC CONDITIONS:

A. The Federal awarding agency or pass-through entity may impose additional specific award conditions as needed, in accordance with (2 CFR 200.207) paragraphs (b) and (c) of this section, under the following circumstances:
   1. Based on the criteria set forth in §200.205 Federal awarding agency review of risk posed by applicants;
   2. When an applicant or recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award;
   3. When an applicant or recipient fails to meet expected performance goals as described in §200.210 Information contained in a Federal award; or
   4. When an applicant or recipient is not otherwise responsible.

B. These additional Federal award conditions may include items such as the following:

   1. Requiring payments as reimbursements rather than advance payments;
   2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
   3. Requiring additional, more detailed financial reports;
   4. Requiring additional project monitoring;
   5. Requiring the non-Federal entity to obtain technical or management assistance; or
   6. Establishing additional prior approvals.

C. The Federal awarding agency or pass-through entity must notify the applicant or non-Federal entity as to:

   1. The nature of the additional requirements;
   2. The reason why the additional requirements are being imposed;
   3. The nature of the action needed to remove the additional requirement, if applicable;
   4. The time allowed for completing the actions if applicable, and
   5. The method for requesting reconsideration of the additional requirements imposed.

D. Any specific conditions must be promptly removed once the conditions that prompted them have been corrected

SUBCONTRACTING: Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the sub operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Agreement.

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

If, at any time during the progress of the work, DOH determines in its sole judgment that any subcontractor is incompetent, DOH shall notify the Contractor, and the Contractor shall take immediate steps to terminate

the subcontractor's involvement in the work. The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

SUBRECIPIENT: Shall mean a non-Federal entity that received a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. (2 CFR 200.93)

Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

A. Determines who is eligible to receive what Federal assistance;
B. Has its performance measured in relation to whether objectives of a Federal program were met;
C. Has responsibility for programmatic decision making;
D. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
E. In accordance with its contract, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of a pass-through entity.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event contract funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

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

TERMINATION: Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR SIGNATURE	DATE
Signature: **Email:** edouglas@co.whatcom.wa.us	
PRINT OR TYPE NAME See page 8a.	TITLE
DOH CONTRACTING OFFICER SIGNATURE	**DATE**

This document has been approved as to form only by the Assistant Attorney General.

NOTE: The Contractor's signature is also required on Attachment 1, Federal Certifications and Assurances (pages 39 and 42).

WHATCOM COUNTY:
Recommended for Approval:

8/27/19
Jon Hutchings, Public Works Director Date

Approved as to form:

8/28/19
Christopher Quinn Date
Senior Civil Deputy Prosecuting Attorney

Approved:
Accepted for Whatcom County:

By: _____
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

_____
NOTARY PUBLIC in and for the State of Washington, residing at _____. My commission expires _____.

PUGET SOUND
National Estuary Program

EXHBIIT A
SUB RECIPIENT STATEMENT OF WORK
DOH CONTRACT # GVL24435-0
WHATCOM COUNTY PUBLIC WORKS
DATE OF EXECUTION THROUGH JUNE 30, 2021

Shellfish Strategic Initiative

- Whatcom County

- Enhanced Pollution Identification and Correction Program

Contract number: GVL24435
Subrecipient Organization: Whatcom County
Subrecipient Contact: Erika Douglas EDouglas@co.whatcom.wa.us 360.778.6294
DUNS #: 06-004-9641
CPAR Info (Statewide Vendor #, UBI, Federal Tax ID, etc.): SWV00024552; 600358208; 91-6001383
DOH Contract Manager: Megan Schell megan.schell@doh.wa.gov 360.236.3307
Federally Approved Indirect Rate: N/A
Period of Performance: July 1, 2019 – June 30, 2021
Brief Project Description (1-2 sentence overview): The purpose of this agreement is to expand the successful Whatcom County Pollution Identification and Correction (PIC) program to cover additional drainage areas with commercial, tribal, or recreational shellfish closures or declining water quality. In addition, Whatcom County will continue the PIC program in areas where water quality improvement is still needed, with a particular emphasis on the Nooksack/Portage Bay watershed, including transboundary efforts.
Not to exceed: $ 600,000
Near Term Action ID: 2018-0171

OVERVIEW

This project comprises Whatcom County's component of the Whatcom Clean Water Program (WCWP). The WCWP is a partnership of local, state, and federal agencies and tribes working together to reduce bacteria pollution affecting shellfish growing areas in Whatcom County. Through the expansion of the successful Whatcom County Pollution Identification and Correction (PIC) program, Whatcom County will cover additional drainage areas with commercial, tribal, or recreational shellfish closures or declining water quality. In addition, Whatcom County will continue the PIC program in areas where water quality improvement is still needed, with a particular emphasis on the Nooksack/Portage Bay watershed, including transboundary efforts. The goals of this program are to increase the number of months approved for shellfish harvest in Portage Bay; upgrade additional shellfish beds in Drayton Harbor and Northern Chuckanut Bay; meet water quality targets for fecal coliform in coastal creeks and tributaries; and maintain open shellfish growing areas in Lummi Bay and the recently upgraded areas in Drayton Harbor, Birch Bay, and Portage Bay.

GOALS & MEASURABLE OBJECTIVES

This simply summarizes key metrics and measures called out in the tasks below. This table is a component of the FEATS report.

Description (e.g., "shellfish beds reopened")	Units (e.g. "acres")	Targets ("number")
Increase number of months Portage Bay is approved for shellfish harvest	Months	12 (currently 9)
Increase number of acres approved for shellfish harvest in Drayton Harbor	Acres	930 (currently 810)
Reopen recreational shellfish beach in Northern Chuckanut Bay to recreational shellfish harvesting	Beach	1
Maintain approved shellfish growing areas in Lummi Bay, Drayton Harbor, Birch Bay, and Portage Bay.	Acres	8,109
Increase percent of routine monitoring stations meeting annual water quality targets	Stations	70% (59% in 2018)
Contact landowners with PIC program messaging to build community awareness and knowledge	Landowners	1,000
Complete farm plans to guide improved management practices	Farm Plans	120
Provide incentives for septic maintenance and small farm improvements	Rebates	125
Provide stewardship incentives/reminders at community events	Incentives	600
Distribute annual PIC newsletters to share progress and available assistance programs	Newsletters	4,000
Participate in community events to provide information about water quality patterns and PIC resources	Community Events	10

TASKS & DELIVERABLES

The following are the tasks, deliverables, and deadlines associated with this subaward:

- ▶▶ TASK 1. Project Development

This task must be completed before initiating any other work under this subaward. Work completed prior to the completion of Task 1 will be ineligible for reimbursement under this subaward.

1.1 Project Spatial Data Coordinates

Provide relevant spatial data for their project in the following format: (latitude, longitude). Please use a representative sample site in the project area as applicable or the coordinates of a subrecipient's office may also be used when a specific project site is not available.

PROJECT LOCATION:

18a. Latitude	48.7548	**18b. Longitude**	-122.4777

1.2 Quality Assurance Project Plan (QAPP) Development

Sub-recipient will submit a Quality Assurance Project Plan Waiver form using after reviewing the Washington State Department of Ecology's NEP Quality Assurance web page: https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees. If a QAPP is required, sub-recipients will work with Ecology's NEP Quality Coordinator -NEP QC to develop and approve the QAPP.

Work related to collecting or using environmental data may not begin until the QAPP waiver and QAPP are completed and approved.

1.3 Evaluation Plan (DOH template):

Complete short one page planning document describing your program's plans for evaluation including data collection methods. Following project, used to discuss what the outcome results tell you about the impact and success of your program activities.

1.4 Effectiveness Consultation:

The sub-recipient will contact and consult via telephone (30 minutes) with the Puget Sound Partnership (PSP) effectiveness team regarding project metrics being tracked. PSP effectiveness team will provide an analysis approach for the NTA, about a paragraph per project, and will provide results of the effectiveness analysis to the Shellfish Strategic Initiative Advisory Team. The Shellfish SI grant program representative will send an email to put the sub-recipient in contact with the PSP effectiveness team.

Number	Deliverable	Reimbursement	Completion date
1.1	Project Spatial Data	Reimbursement up to	July 15, 2019
1.2	QAPP Waiver Determination Form and QAPP (if required)	**$0**	Draft due within 30 days of agreement start date
1.3	Evaluation Plan	based on actual costs	Draft due within 60 days of agreement start date.
	Evaluation Report		Final Evaluation Report due at contract completion.
1.4	Effectiveness consultation		March 31, 2021

TASK 2. Project Management and Reporting

This task describes the data collection and reporting requirements associated with this subaward. Maintenance of project records, submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting and inter-local agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project and submittal of required performance items. Carry out project in accordance with any completion dates outlined in the agreement.

Refer to and comply with all underlying federal terms and conditions.

2.0 Interlocal Agreements

Complete interlocal agreement with Whatcom Conservation District (WCD).

2.1 Project Factsheet

Create a project factsheet (using provided template) and submit in MS Word and PDF with first quarterly report.

2.2 Quarterly Invoicing and Progress Reports (DOH Template)

The sub-recipient will email quarterly progress reports, deliverables and invoices with all applicable forms included with the A19-1A, to NEPinvoices@doh.wa.gov with the contract manager cc'd. Invoices must be submitted at least quarterly and but no more frequently than monthly. Invoices will be reviewed for consistency with progress. Local or County Health subrecipients will submit invoices through the Con-Con process, and will send progress reports and deliverables to the Contract Manager.

The reporting periods are synced to inform the grant program's EPA reporting schedule; therefore, it is critical that the subrecipient submit according to the following schedule. Progress reports shall include, at a minimum:

- A description of the work completed in the last quarter, including total spending by the subrecipient and any partners and any completed deliverables.
- The status and completion date for the project activities and near-term deliverables.
- Description of any problem or circumstances affecting the completion date, scope of work, or costs.
- Evidence that you have satisfactorily completed all the reporting requirements (see below).

First Quarter Period:	January 1 – March 31	FEATS will serve as project summary
Second Quarter Period:	April 1 – June 30	Summary due by July 15
Third Quarter Period:	July 1 – September 30	FEATS will serve as project summary
Fourth Quarter Period:	October 1 – December 31	Summary due by January 15

Reporting requirements:

2.3 FEATS (Template will be provided)

Complete bi-annual FEATS (*Financial and Ecosystem Accounting Tracking System*) progress reports, as well as a final FEATS report. The final FEATS report, reflecting the final project billing, will be provided during project closeout, after the end of the grant, and will describe the entire project, highlighting project outcomes and discussing lessons learned.

FEATs Reporting must be completed by:	April 10 October 10
Final FEATs report completed by:	Upon contract completion

2.4 Puget Sound Partnership Required NTA Reporting

NTA owners are required to report on the following:

- Implementation status of their actions on a semiannual basis
- Financial status of their actions on an annual basis

NTA reporting completed between: Annually, spring and fall

NTA financial reporting completed between: Annually, summer

2.5 STORAGE AND RETRIEVAL AND WATER QUALITY EXCHANGE (STORET) DATA REPORTING

STORET refers to an electronic data system for water quality monitoring data developed by EPA. If sub-recipients collect any physical, chemical or environmental data (e.g. dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or Enterococci, and other biological and habitat data) STORET reporting will be required. You can report to Ecology's EIM (Environmental Information Management System) but are still responsible ultimately to ensure the data is uploaded to STORET.

Data for an entire calendar year (Jan. 1 – Dec. 31) should be submitted annually. To assist in tracking in STORET, name your project as follows: NEP_2018_(*insert organization name*); the unique project ID needs to be 35 characters or less. Include the STORET ID in the quarterly progress reports. Here is an entry verification sample for reference.-

STORET reporting completed by: See FEATS schedule, Task 1.2.1

Final STORET entry completed by: Upon contract completion

2.6 WOMEN/MINORITY-OWNED BUSINESS (MBE/WBE) REPORTS

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

MBE: PURCHASED GOODS 8%, PURCHASED SERVICES 10%, PROFESSIONAL SERVICES 10%
WBE: PURCHASED GOODS 4%, PURCHASED SERVICES 4%, PROFESSIONAL SERVICES 4%

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

Subrecipients are required to submit MBE/WBE utilization reports annually. Reports will be in the following format and will include all qualifying purchases. Reporting periods are from October 1 to September 30 annually. Reports are due to DOH 15 calendar days after the end of each reporting period. Please send to Kristy Warner (kristy.warner@doh.wa.gov and your DOH Contract Manager).

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

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

2.7 BROADER COMMUNICATIONS (PRESENT AT REGIONAL CONFERENCE AND SUBMIT PROJECT PHOTOS)

Participate in and present project outcomes at a regional event relevant to the project topic (conference, forum, stakeholder workshop, etc.). Work with DOH to determine targeted audience and ensure purpose of communication is clear. Submit draft materials to DOH for review prior to event. In addition, submit high-quality project photos or video

clips of the project (process, progress, etc.). Ensure anyone in the photo or video has signed a release in case photos or videos are used for future publications. **NOTE: INTERNATIONAL TRAVEL REQUIRES PRE-APPROVAL.**

2.8 Final Project Report (DOH Template)

A final report will be written by the project owners that describes the methods, results, lessons learned and recommendations for future work. The final report will evaluate the success of achieving the performance measures identified in the detailed project plan. Included with the final project report will be an updated Project Factsheet (see 1.1).

Number	Deliverable	Reimbursement	Completion date
2.0	Complete interlocal agreement with Whatcom Conservation District (WCD).	Reimbursement up to **$2,000** based on actual costs	Within 60 days of this award's execution
2.1	Project Fact Sheet		July 15, 2019
2.2	Quarterly invoice and Project Summaries		July and January 15, annually
2.3	Semi-annual FEATS reports		April and October 15, annually
2.4	PSP Required NTA Reporting a) Implementation Status b) Financial Status		a) Annually, spring and fall and upon contract completion b) Annually, summer
2.5	STORET (if required)		Per FEATS schedule 1.2.1
2.6	MBE/WBE Reporting		October 15, annually, and upon contract completion
2.7	a) Broader Communications: Present at a regional conference. Salish Sea Conference. **Submit draft presentation materials to DOH for review** b) Submit photos		a) May 2020 b) Ongoing and upon contract completion
2.8	a) Draft Final Project Report b) Final Project Report and Updated Fact Sheet		March 1, 2021 Upon contract completion

TASK 3. Whatcom County Pollution Identification and Correction (PIC) Program

This project comprises Whatcom County's component of the Whatcom Clean Water Program (WCWP). The WCWP is a partnership of local, state, and federal agencies and tribes working together to reduce bacteria pollution affecting shellfish growing areas in Whatcom County. The goals of this program are to increase the number of months approved for shellfish harvest in Portage Bay; upgrade additional shellfish beds in Drayton Harbor and Northern Chuckanut Bay; meet water quality targets for fecal coliform in coastal creeks and tributaries; and maintain "Approved" status of shellfish growing areas in Lummi Bay and recently upgraded shellfish beds in Drayton Harbor, Birch Bay, and Portage Bay.

3.1 PIC Program Coordination: Whatcom PIC field staff meetings with Whatcom Clean Water Program (WCWP) project partners will be held bi-weekly to monthly, PIC Managers meetings will be held monthly, and WCWP Core Group meetings will be held quarterly or as needed to advance collaborative work in the PIC project areas. Partners will report on their work and coordinate water quality monitoring, landowner contacts, and community outreach messaging. County and Whatcom Conservation District (WCD) staff will coordinate with community groups within the project area and with Canadian partners in transboundary watersheds. A data coordinator will be housed at the WCD to manage the WCWP water quality database and online map of preliminary water quality data and provide other data support to WCWP partners, transboundary efforts, and community groups in the PIC areas.

3.2 Pollution Identification and Correction: Public Works and WCD staff will contact landowners in PIC areas, with a particular emphasis on fecal bacteria hot spots, to provide water quality information, offer technical and financial assistance programs to eliminate or mitigate fecal bacteria sources. Landowners with noted violations or discharges that do not respond to PIC outreach efforts will be referred to regulatory agencies to pursue compliance. All pollution identification data paid for by the grant will be shared with state or federal agencies upon request.

3.2.a Prioritize area or bacteria hot spots within the PIC areas. Characterize boundaries, drainage patterns, land uses, bacteria levels, and potential sources in priority drainages. Contact landowners in priority areas or hot spots to provide information about water quality patterns and provide technical assistance resources for potential bacteria sources. Contact landowners with non-dairy agricultural operations to offer technical assistance and financial incentives.

3.2.b Provide technical assistance for non-dairy agriculture. WCD will provide technical assistance for non-dairy agricultural operations through site assessments, development of farm plans, and on-going support to landowners implementing Best Management Practices (BMPS).

3.2.c Rebates and incentives for water quality stewardship. Provide septic maintenance rebates and small farm rebates to eligible landowners/operators with septics or agricultural operations in Whatcom County watersheds that discharge to marine waters. Landowners/operators must attend a County Health septic workshop or WCD farm workshop to be eligible for the rebate. Provide stewardship incentives at community events, workshops, presentations, and in the field (e.g. dog walking kits, magnets with septic maintenance reminders, wildlife magnets/stickers, soil tests, manure storage tarps, etc.).

3.2.d Compliance. Whatcom County Planning and Development Services (PDS) staff will implement a compliance strategy that includes a tiered approach with education through permitting, farm plan monitoring, response to complaints or agency referrals, technical assistance referrals for landowners, outreach through community events and newsletters, and enforcement.

3.2.e Transboundary Work. Whatcom County and WCD PIC staff will participate in transboundary technical work groups for data coordination and community outreach and engagement. In addition, PIC staff will work with Canadian colleagues via email, phone, and conference calls to coordinate monitoring dates, share data and follow up activities in response to elevated bacteria results, and share community outreach messaging and materials. A maximum of four

technical work groups per year will require travel to lower British Columbia, Canada. All International Travel must be approved by the Office of International and Tribal Affairs (OITA) **BEFORE** travel occurs.

Monitoring, enforcement, and compliance related activities are **not allowable** north of the border using grant funds.

3.3 OUTREACH AND EDUCATION: Whatcom County will update the Whatcom PIC two-year education and outreach strategy with long-term outreach tasks and new focused social marketing campaigns for the 2019-2021 period and begin implementing tasks. Materials and messaging created through the focused social marketing campaigns will be incorporated into long-term outreach tasks. The outreach strategy will be reviewed on an annual basis and be adapted based upon feedback to outreach efforts and responses identified through evaluation tools.

Per EPA Programmatic Term and Condition #5 in this award, reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:

> **"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."**

3.3.1 Long-term outreach for water quality stewardship: Public Works staff will be dedicated to developing and implementing the PIC outreach strategy including coordination of WCWP outreach meetings, maintaining the water quality and PIC program webpages, developing and distributing outreach materials, coordinating social media posts, participating in community events, and developing/distributing PIC program advertising (e.g. newspapers, radio ads, bus ads, etc.).At least one PIC presentation will be provided to decision-makers and community members per year. Draft outreach materials will be provided to DOH for a minimum one week review period. Materials will be batched when possible and sent to DOH for review as early as possible.

3.3.2 Focused stewardship campaign: Develop and implement an outreach campaign to address a specific bacteria source using social marketing techniques to encourage long-term behavior changes. Campaign will include pre-and post-project evaluations, development of messages that resonate with focus audiences, and outreach materials/graphics/advertisements that engage community members in behaviors that reduce bacteria pollution from specific source or activities. Draft outreach materials will be provided to DOH for a minimum one week review. Materials will be batched when possible and sent to DOH for review as early as possible.

3.3.3 Farm series workshops: WCD will develop and host farm workshops focusing on specific topics, geographic areas, or type of farm animals. These workshops will be developed and advertised using social marketing techniques to provide messages that resonate with values identified by landowners in previous focus groups and surveys as well as to address identified barriers. The workshops will provide technical assistance to landowners with farm animals to improve and protect water quality. Completion of a WCD farm workshop will provide landowners/operators with eligibility for small farm improvement rebates.

3.4 STRATEGIC PLANNING/SUSTAINABLE FUNDING EFFORTS: Strategic planning efforts will be conducted to review and adapt strategies to enhance PIC efforts to reduce bacterial contamination in the shellfish growing areas of Whatcom County. In collaboration with Whatcom Clean Water Program partners, Whatcom County will adapt PIC program strategies and the PIC Program flow chart. These address the key elements in the Pollution Identification and Correction Program Draft Protocols Recommendations provided by the Departments of Health and Ecology. Whatcom County will submit updated flow charts and seasonal strategy documents to DOH.

3.5 PIC TRAINING AND WORKSHOPS: Sponsor one North Sound Regional PIC workshop and/or other trainings/events to share information and resources around the region. This may be done in coordination with other PIC Program Coordinators. PIC staff will attend relevant PIC trainings/workshops.

Number	Deliverable	Reimbursement	Completion date
3.1	**PIC PROGRAM COORDINATION** Quarterly reports will provide a summary of program coordination activities and progress: • Hold monthly PIC Managers meetings • Attend bi-weekly to monthly Whatcom Clean Water Program (WCWP) project partners meetings • Attend WCWP Core Group meetings held quarterly or as needed • Manage data: WCWP water quality database, online map of preliminary water quality results, and provide data support for WCWP partners, transboundary efforts, and community groups.	Reimbursement up to **$125,625** based on actual costs	Per Task 2.2 - 2.3 schedule
3.2	**POLLUTION IDENTIFICATION AND CORRECTION** a.1) Landowner Contact Flowchart* *Prioritized by area or bacteria hot spots within the PIC areas. Characterizing boundaries, drainage patterns, land uses, bacteria levels, and potential sources in priority drainages. a.2) Number of landowners contacted(target 500/year)	Reimbursement up to **$320,250** based on actual costs	a.1) August 1, 2019 a.2-e) Quarterly progress reports will summarize and

	b) Number of non-dairy agricultural landowners receiving technical assistance (new and continuing): • landowners receiving technical assistance and/or site assessments(target 100/year; 60/year farm plans completed • completed farm plans, and • BMPs by type, planned and implemented c) Provide Rebates and Incentives • septic rebates (target 100), • small farm rebates (target 25), • stewardship incentives, e.g. dog walking, magnets, stickers, soil tests,tarps, etc. (Target 600) d) Report on: • farm plans monitored, • letters sent (technical assistance, warning letters), • compliance actions (NOVs, penalties), • status of referrals, and status of compliance outreach.(Target 90% compliance referrals and ERTS resolved) e) Pre-approval request for international travel (up to 4 trips/year). ~~C~~opies of transboundary meeting agendas and notes.		quantify where appropriate the progress related to Deliverables listed in "b" through "d" e) August 30, 2019 or at least 30 days BEFORE first international travel date. Ongoing

3.3.1	Education and Outreach: a) Two year education and outreach plan and implementation methodology. Include summary of implemented outreach tasks in quarterly progress reports. b) Conduct at least four (4) presentations to local groups and organizations, and participate in at least ten (10) community events. c) Develop and implement educational and marketing tools. These will include newsletters, social media posts, and ads (newspaper, radio, bus, etc.).	Reimbursement up to **$150,625** based on actual costs	a) September 1, 2019 b) 50% by July 1, 2020. All presentations and events completed: March 1, 2021 c) Draft provided to DOH for a one week review Final materials due as completed and at least quarterly.
3.3.2	Develop and implement focused social marketing campaign for targeted fecal bacteria sources. This will include: a) Pre-evaluation b) Develop and implement focused educational and marketing tools (message graphics). These will include newsletters, social media posts, and ads (newspaper, radio, bus, etc.). c) Contact 1,000 community members annually d) Outreach campaign final evaluation report with success and challenges.		a) December 31, 2019 b) February 28, 2020 Drafts provided to DOH for a one week review. Final materials due as completed c) February 28, 2021 d) March 31, 2021
3.3.3	a) Host ten (10) farm series workshops.		a) 50% by July 1, 2020

	b) Workshop advertisements		All workshops completed: March 1, 2021 b) Draft provided to DOH for a one week review Final materials due as completed
3.4	**STRATEGIC PLANNING/SUSTAINABLE FUNDING EFFORTS** a) PIC Flow Chart b) 2019 Fall Strategy Documents c) 2020 Fall Strategy Documents	Reimbursement up to **$0** based on actual costs	a) August 15, 2019 b) October 1, 2019 c) October 1, 2020
3.5	**PIC TRAINING AND WORKSHOPS** a) Coordinate one North Sound PIC Workshop or other training. b) Attend PIC relevant trainings/workshops.	Reimbursement up to **$1,500** based on actual costs	Quarterly progress reports will provide a summary of PIC workshops and staff training.

Budget

Category	Amount
Personnel/Salaries	$143,247
Fringe Benefits	$106,003
Travel	$2,000
Equipment (federal definition – anything over $5,000)	$0
Supplies (display materials, community incentives)	$2,000
Contracts (name, amount, purpose for each; excludes subawards – see below)	$0
Other • Subawards ($306,250) ○ Whatcom Conservation District (Technical Assistance for Non-Dairy Agriculture, Data Coordination, Farm Series Workshops, Staff Training) • Staff training ($1,500) • Rebates ($25,000) • Printing and mailing ($4,000) • Advertising ($10,000)	$ 346,750
Total Direct Charges	$ 600,000
Indirect Charges (federally approved rate %)	$0
TOTAL – Not to Exceed	$ 600,000

PUGET SOUND
National Estuary Program

EXHIBIT A
SUB RECIPIENT STATEMENT OF WORK
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WHATCOM COUNTY PUBLIC WORKS
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EPA Terms and Conditions

1. General Terms and Conditions - Updated 10-2-2017

The subrecipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/sites/production/files/2017-10/documents/updated_epa_general_terms_and_conditions_effective_october_2_2017_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at http://www.epa.gov/grants/grant-terms-and-conditions.

2. General Terms and Conditions - Consultant Cap - Additional Information

In addition to the General Terms and Conditions #6 "Consultant Cap", as of January 1, 2018, the limit is
$629.42 per day $78.68 per hour.

NOTE: For future years' limits, the subrecipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/executive-senior-level. Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

3. General Terms and Conditions – Cybersecurity

The subrecipient agrees to comply with the current EPA general terms and conditions "Cybersecurity". The terms and conditions can be found on the EPA Grants Terms and Conditions Website.

For STATES:
http://www2.epa.gov/sites/production/files/2015-07/documents/state_grant_cyber_security_condition.pdf.

For TRIBES:
http://www2.epa.gov/sites/production/files/2015-07/documents/tribal_grant_cyber_security_condition.pdf.

For Other Subrecipients:
http://www2.epa.gov/sites/production/files/2015-07/documents/cyber_security_grant_condition_for_other_r ecipients.pdf.

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4. General Terms and Conditions - Indirect Costs for States and Tribal

The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award.

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", if the subrecipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

For State Agencies

The subrecipient must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state subrecipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

Regular Mail

Financial Analysis and Rate
Negotiation Service Center
Office of Acquisition
Management
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3802R
Washington, DC 20460

Mail Courier (e.g. FedEx, UPS, etc.)

Financial Analysis and Rate
Negotiation Service Center
Office of Acquisition
Management
US
Environment
al Protection
Agency 1300
Pennsylvania
Avenue,
NW, 6th
floor Bid and
Proposal
Room
Number
61107
Washington,
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For Indian Tribe

If the subrecipient does not have a previously established indirect cost rate, the subrecipient must submit their indirect cost rate proposals to:

National Business Center Indirect Cost Services
U.S. Department of the Interior 2180 Harvard Street, Suite 430 Sacramento, CA 95815-3317

The subrecipient agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

5. UTILIZATION OF SMALL, MINORITY AND WOMEN'S

BUSINESS ENTERPRISES (MBE/WBE)

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

MBE: PURCHASED GOODS 8%, PURCHASED SERVICES 10%, PROFESSIONAL SERVICES 10%
WBE: PURCHASED GOODS 4%, PURCHASED SERVICES 4%, PROFESSIONAL SERVICES 4%

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

Subrecipients are required to submit MBE/WBE utilization reports to annually. Reports will be in the following format and will include all qualifying purchases. Reporting periods are from October 1 to September 30. Reports are due to DOH October 15, annually.

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

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

GENERAL COMPLIANCE, 40 CFR, Part 33

The subrecipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required annually. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the subrecipient or procurement under subwards or loans in the "Other" category, including amendments and/or modifications.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR, Section 33.301, the subrecipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply.
Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government subrecipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

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

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

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

NATIVE AMERICAN PROVISIONS, 40 CFR, Section 33.304
The subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.304.
Any subrecipient, whether or not Native American, of an EPA financial assistance agreement for the benefit of Native Americans, is required to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. If the efforts to solicit and recruit Indian organizations and Indian-owned economic enterprises is not successful, then the subrecipient must follow the six good faith efforts.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302
The subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)
Subrecipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Subrecipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the subrecipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

PUGET SOUND
National Estuary Program

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Programmatic Conditions

(PC) Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program Programmatic Terms and Conditions:

1. Semi-Annual Performance Reports (FEATS Reports)

The subrecipient will submit performance reports through EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS) every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports will be submitted to the DOH Contract Manager on the FEATS form provided by the Contract Manager and shall be submitted electronically.

In accordance with 2 CFR 200.328, as appropriate, the subrecipient agrees to submit performance (FEATS) reports that include brief information on each of the following areas:

a. a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;

b. the reasons why established goals were not met, if appropriate;

c. additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the subrecipient shall immediately notify the DOH Contract Manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the DOH Contract Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

2. Final Performance Report

The subrecipient shall submit a final performance report through FEATS, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the DOH Contract Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the DOH Contract Manager may waive the requirement for a final performance report if the DOH Contract

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Manager deems such a report is inappropriate or unnecessary.

3. Program Income – Addition

If program income is generated, the subrecipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the subrecipient and shall be added to funds committed to the project by DOH and the subrecipient, and shall be used to further eligible project objectives.

4. Recognition of EPA Funding

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

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

5. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing

any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

8. Competency of Organizations Generating and/or Using Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, subrecipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm.

EXHIBIT A
SUB RECIPIENT STATEMENT OF WORK
DOH CONTRACT #GVL24435-0
WHATCOM COUNTY PUBLIC WORKS
DATE OF EXECUTION THROUGH JUNE 30, 2021

Subrecipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Subrecipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

6. STORET Requirement

Subrecipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an NEP approved Quality Assurance Project Plan as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Agency's Storage and Retrieval (STORET) data warehouse using either WQX or WQX web. Water quality data appropriate for STORET include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the WQX/STORET structure. WQX web is a web based tool to convert data into the STORET format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the STORET warehouse, including tutorials, can be found at http://www.epa.gov/storet/wqx/

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in STORET or some other database). Subrecipients are encouraged to develop a cross walk between any non-STORET database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

7. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date – April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of

buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

8. International Travel (Including Canada)

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) **BEFORE** travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your DOH Contract Manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your DOH Contract Manager.

9. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

10. Lobbying and Litigation All

Subrecipients.

i. The chief executive officer of this subrecipient agency shall ensure that no grant funds awarded under this

assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

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

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

iv. Contracts awarded by a subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix Il to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

v. Pursuant to Section 18 of the Lobbying Disclosure Act, the subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying

activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

11. Quality Assurance Requirements (2 CFR 1500.11)

Acceptable Quality Assurance documentation must be submitted to the DOH Contract Manager within 30 days of the acceptance of this agreement or another date as negotiated with the DOH Contract Manager. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the DOH Contract Manager, in concert with the Ecology Quality Assurance Manager, has approved the quality assurance document. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: http://www.epa.gov/ogd/grants/assurance.htm.

Instructions to Submit Quality Assurance Documents for Review:
Subrecipients shall refer to Washington State Department of Ecology's NEP Quality Assurance website at: https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees for guidance and templates. First, submit a waiver form to the NEP Quality Coordinator at Ecology (cc: to DOH Contract Manager) as soon as a final agreement or contract statement of work is in place, whether or not you expect a quality assurance project plan (QAPP) will be required.

If a QAPP is required, the sub-recipients will work with Ecology's NEP Quality Coordinator to develop and approve the QAPP.

12. ULO Stretch Goal:

Subrecipients should manage their programs and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are "unspent" federal funds, not yet drawn down through disbursements to subaward recipients. EPA encourages the reduction of these unliquidated obligations (ULOs) by applying the following programmatic term and condition.

Subrecipients are to apply these "stretch" goals throughout the life of the agreement and to confer with your DOH Contract Manager whenever instances arise that make attainment of these stretch goals unlikely.

Stretch Goal: All funds should be spent in 2 years.

Funds Awarded in FY2018 (October 1, 2017-September 30, 2018) Should all Be Drawn Down by May 2021 or sooner.

13. Animal Subjects

Subrecipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Subrecipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at: http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm. For additional information about the Principles, the subrecipient should consult the Guide for Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: http://www.nap.edu/readingroom/books/labrats/.

14. Copyrighted Material and Data

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly

attributed to the subrecipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

FEDERAL COMPLIANCE
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES

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

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

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

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

Compliance Matrix

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

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also

includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast, Cervical and Colon Health Program (BCCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.

3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).

4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Uniform Administrative Guidance (subpart F) as well as all applicable Federal and State statutes and regulations. A subrecipient who expends $750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200 Subpart F.

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

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

B. have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

D. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The Dangers of drug abuse in the workplace;

2) The contractor's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance programs; and

4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1) above;

D. Notifying the employee in the statement required by paragraph 1), above, that, as a condition of employment under the contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph D. 2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph D. 2) with respect to any employee who is so convicted:

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

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

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

3. CERTIFICATION REGARDING LOBBYING

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

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

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

B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying

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

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

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

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

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

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

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

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

B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.

E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.

F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

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

A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. B. of this certification; and

4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

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

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE
Signature: **Email:** edouglas@co.whatcom.wa.us	
NAME	TITLE
ORGANIZATION NAME: (if applicable)	

FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. □□4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. □□1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. □794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. □□ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) □□ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. □□ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient

records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. □□4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Super circular 2CFR200, Subpart F.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE
Signature: **Email:** edouglas@co.whatcom.wa.us	
NAME	TITLE
ORGANIZATION NAME: (if applicable)	

EPA Terms and Conditions

Federal Grant Information Sheet **This table includes only active funding sources.**

Subrecipient/Contractor:	Whatcom County	**DOH Contract Manager:**		**Contact Information:**	
Contract Number:	GVL24435	Megan Schell		dohcon.mgmt@doh.wa.gov	
DUNS Number:	0600449641	**Approved Indirect Rate:**	NA		
		Limiting Indirect Cost Rate:	NA	**Research and Development? (If YES, check box)**	☐
Period of Performance:	**Start Date:** July 1, 2019	**End Date:** June 30, 2021			

Project Description: The purpose of this agreement is to expand the successful Whatcom County Pollution Identification and Correction (PIC) program to cover additional drainage areas with commercial, tribal, or recreational shellfish closures or declining water quality. In addition, Whatcom County will continue the PIC program in areas where water quality improvement is still needed, with a particular emphasis on the Nooksack/Portage Bay watershed, including transboundary efforts.This agreement partially funds Puget Sound Partnership Near Term Action (NTA) #2018-0171

Federal Award Identification Number	Federal Award Date	Federal Agency Name	Total Amount of the Federal Award to DOH	CFDA #	CFDA Program Title	Name of Pass-Through Agency	Amount of Federal Funds Obligated by This Action	Total Amount of Federal Funds Obligated for This Funding Source
PC-01J18001-4	07/25/18	United States Environmental Protection Agency	$13,400,000	66.123	Puget Sound Action Agenda: Technical Ivestigations and Implementation Assistance Program	Washington State Department of Heatlh	$600,000	$600,000

Certifications and Assurances: All requirements imposed on the subrecipient by the federal awarding agency: The contract boilerplate covers all standard certifications and assurances.

Are there any additional requirements imposed by the pass through entity (DOH) to meet its own responsibilities to the awarding agency? Yes ☐ No ☐ If applicable, this is identified by the DOH program staff writing the contract. This can also be found in the "Statement of Work" section of the contract.

All subrecipients are required to make their accounting records available and accessible to the awarding agency: This requirement can be found in the "Records Maintenance" section of the contract.

Closeout Requirements:

(1) Submit all final billings within 60 days of the end of the contract (This is required per standard contract language.)

(2) Submit all required program reports and deliverables within 60 days (This is required per standard contract language.)

(3) Dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer used for subaward related activities (If applicable DOH must be contacted for disposal requirements.)

(4) Additional DOH program specific contract closeout requirements (If applicable, see statement of work for additional closeout requirements.)

Federal Funding Accountability and Transparency Act Data Collection Form

This contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent. To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System number (DUNS®). If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com. The Department of Health (DOH) also encourages registration with the System for Award Management (SAM) to reduce data entry by both DOH and your organization. You may register with SAM free of charge at www.sam.gov. Information about your organization and this contract will be reported by DOH to the federal government as required by P.L. 109-282. This information will then be made available to the public by the federal government on USASpending.gov.

SUBRECIPIENT

1. Legal Name	**2.** DUNS Number
Whatcom County Public Works	060044641
3. Principle Place of Performance	
322 N. Commercial, Suite 110	
3a. City	**3b.** State
Bellingham	WA
3c. Zip+4	**3d.** Country
98225-4050	USA

4. Are you registered in SAM? ☐ YES (skip to signature block. Sign, date and return) ☐ NO

5. In the preceding fiscal year did your organization:

a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**

b. $25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**

c. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

☐ NO (skip to signature block. Sign, date and return)

☐ YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).

Name of Official	Total Compensation
1.	
2.	
3.	
4.	
5.	

Note: "Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

By signing this document, the Authorized Representative attests to the information.

Subrecipient' s Authorized Representative Sign & Date

DOH will not endorse your subaward until this form is completed and returned.

Federal Funding Accountability and Transparency Act Data Collection Form

FOR DEPARTMENT OF HEALTH USE ONLY

DOH Contract Number GVL24435

Contract Description (see instructions and example below)

The purpose of this agreement is to expand the successful Whatcom County Pollution Identification and Correction (PIC) program to cover additional drainage areas with commercial, tribal, or recreational shellfish closures or declining water quality. In addition, Whatcom County will continue the PIC program in areas where water quality improvement is still needed, with a particular emphasis on the Nooksack/Portage Bay watershed, including transboundary efforts. This agreement partially funds Puget Sound Partnership Near Term Action (NTA) #2018-0171.

Instructions for Contract Description:
In the first line of the description provide a title for the subrecipient contract that captures the main purpose of the work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the work, how the funds will be used, and what will be accomplished.

Example of a Contract Description:
Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.