

FILE WSU C#15037

ENVIRONMENTAL HEALTH & SAFETY

MAY 15 2003

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Agreement No. 02

INTERAGENCY AGREEMENT
between
WHITMAN COUNTY
DEPARTMENT OF PUBLIC HEALTH
and
WASHINGTON STATE UNIVERSITY

THIS AGREEMENT is made and entered into by and between the WHITMAN COUNTY DEPARTMENT OF PUBLIC HEALTH, hereinafter, referred to as WCHD, and WASHINGTON STATE UNIVERSITY through the DEPARTMENT OF ENVIRONMENTAL HEALTH AND SAFETY, hereinafter referred to as EH&S.

IT IS THE PURPOSE OF THIS AGREEMENT to provide for a joint plan of operation which delineates the responsibilities of WCHD and EH&S with respect to the enforcement of Chapters 69 and 70 RCW and Chapter 246 WAC. This Agreement is intended to replace any and all previous agreements entered into between the parties, including specifically the following contracts, addendums and amendments: Contract No. 01 dated July 20, 1999 and signed July 29, 1999 with Addendum's A and B attached, and Amendment No. 1 signed November 13, 2000.

THEREFORE, IT IS MUTUALLY AGREED THAT WCHD and EH&S shall carry out the terms and conditions set forth below.

STATEMENT OF WORK

EH&S and the WCHD 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 this Agreement as follows. Both parties reserve the ability to, at any reasonable time, conduct periodic program reviews of both parties roles in carrying out the provisions of this Agreement, review records, conduct inspections and/or monitor the execution of this Agreement.

A. **General Public / Environmental Health Protection**

EH&S shall:

1. Maintain environmental health and sanitation supervision over the campus and at various WSU facilities in Whitman County.
2. Respond to complaints or concerns of environmental health nature and take appropriate corrective actions.
3. Provide continuous surveillance over environmental health hazards.

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4. Communicate environmental health concerns to WCHD.
5. Provide, in appropriate format and detail, information as requested by WCHD regarding workload, environmental health indicators, and public health performance measures.
6. Provide assessment and assurance of general sanitation needs of the campus.
7. Provide support to the WCHD to investigate disease outbreaks occurring on WSU owned property in Whitman County, and cooperate with state and local health officials to control communicable and certain other diseases.
8. Include in its contracts with vendors and facility users specific clauses and terms to ensure compliance with environmental health requirements.

WCHD shall:

1. Conduct inspections as determined to be necessary by the County Health Officer.
2. Require corrective action as determined by the County Health Officer.

B. Food Protection

EH&S shall:

1. Ensure that all food workers in WSU owned and operated food service facilities, or those provided by vendors or parties using WSU facilities, have valid Washington State Food Worker Permits in accordance with Chapters 69.06 RCW and 246-217 WAC.
2. Conduct inspections, and using the WCHD's permit system and fee structure, evaluate food service operating permit applications, forward annual and mobile applications to the WCHD for processing, distribute annual and mobile food service operating permits, issue temporary food service operating permits and administer the Food Worker Permit classes and exams at WSU according to Chapter 246-215 WAC for food service operations on WSU owned properties in Whitman County.
3. Provide an annual report to WCHD that shall include:
 - An inventory of all food service facilities/operations existing on WSU owned property.
 - A copy of inspection forms to be used by the EH&S.
 - A copy of any policies, sample contract language, or other documents relevant to food safety.
 - A copy of any enforcement or compliance provisions EH&S may rely on to ensure food safety.

4. Provide copies of updated and revised forms, policies, or other documents required under item 3 above as needed.
5. Perform preliminary food service establishment plan review and conduct pre-opening inspections for new food service operations.
6. Conduct routine compliance visits of those food service operations covered by this Agreement and take appropriate actions as allowed or required.
7. Allow evaluations and inspections as requested by the WCHD.
8. Notify the County Health Officer of suspected or confirmed food borne illnesses associated with food service establishments on WSU owned property in Whitman County.
9. Issue temporary food service operating permits to WSU organizations serving food on WSU property on a timely basis.
10. Administer the Food Worker Permit classes and exams on the WSU campus as follows:

The EH&S personnel, when administering the classes and exams, shall act as agents of the WCHD. EH&S shall: 1) use the same Food Worker Permit class materials, exams and procedures as the WCHD, except that EH&S shall use bubble sheets for answer sheets and receipts; 2) charge the same fee as the WCHD to take the exam; 3) administer and grade the exams; 4) mail the Food Worker Permits to individuals that passed the exam, and; 5) return all revenue collected from the exams to the WCHD. All money collected by the EH&S from the exams shall be managed in accordance with Exhibit A, EH&S Procedures for Balancing Out the Cash Box, which is attached and hereby incorporated by reference. The bubble sheets shall be forwarded to the WCHD at a later date than the money. Exam money collected during normal working hours shall be deposited at the WCHD Pullman office the same day. Money collected from evening exams shall be kept at the Environmental Health & Safety Building, locked in a cash box inside a locked file cabinet and shall be deposited at the WCHD Pullman office the following working day.

If EH&S wishes to revise the class materials, exams and/or procedures, written approval shall be obtained from the WCHD.

Replacement of Food Worker Permits: If an individual contacts EH&S within 30 days of passing the exam and states they did not receive the permit (i.e., card), EH&S shall send them another permit at no cost. If the individual contacts EH&S after 30 days and states they did not receive the permit, or lost the permit, they shall be referred to the Whitman County Health Dept. – Colfax office. EH&S shall contact the Colfax office and provide the individuals name, receipt number and date they passed the exam when needed.

The WCHD shall:

1. Be the permitting agency for all food service establishments (excluding temporary permits issued to WSU organizations on WSU property) in Whitman County.
2. Issue food service operating permits on a timely basis.
3. Provide technical assistance as requested by EH&S.
4. Review and approve plans and specifications.
5. Review and approve WSU evaluation of annual and mobile operating permits.

The WCHD and EH&S shall:

1. Review this Agreement as needed, but at least annually, to make necessary changes to the class materials, exam, schedule, fees, cash handling procedures, compensation, etc.

C. Water Recreation Facilities

EH&S shall:

1. Conduct inspections, and using the WCHD's permit system and fee structure, evaluate water recreation permit applications, forward the applications to the WCHD for processing and distribute permits for water recreation facilities operated on WSU owned property in Whitman County.
2. Provide an annual report to WCHD that shall include:
 - An inventory of all water recreation facilities/operations existing on WSU owned property.
 - A copy of inspection forms to be used by the EH&S.
 - A copy of any policies, sample contract language, or other documents relevant to water recreation safety.
 - A copy of any enforcement or compliance provisions EH&S may rely on to ensure water recreation safety.
3. Ensure that construction and operations of water recreation facilities owned by WSU in Whitman County are conducted in compliance with Chapter 70.90 RCW and Chapter 246-260 WAC.
4. Provide reports and access to records as required in this Agreement and in accordance with Chapter 246-260-080 WAC; including but not limited to inspection records and reports, annual summaries of activities, and performance measures, in appropriate format and detail, as requested by WCHD.

5. Allow routine/periodic program evaluations and surveillance as requested by WCHD.
6. Conduct routine compliance visits of those water recreation operations covered by this Agreement and take appropriate actions as allowed or required.

WCHD shall:

1. Be the permitting agency for all water recreation facilities in Whitman County.
2. Provide technical assistance as requested.

D. Small On-Site Sewage (Systems with flows of less than 3,500 gallons per day)

EH&S shall:

1. Ensure (with assistance from the WCHD) that the design, installation, operation and maintenance requirements of all small on-site sewage systems on WSU owned property in Whitman County are in accordance with Chapter 246-272 WAC and Chapter 70.118 RCW, and any local health jurisdiction requirements that may apply.
2. In accordance with Chapter 246-272-15501(2)(b) WAC, perform periodic monitoring of on-site sewage systems to assure that WSU systems are properly maintained and operated.
3. Report to WCHD and correct all small on-site sewage system failures properly and in a timely manner.
4. Provide to WCHD reports, in proper format and detail, as may be requested regarding workload, inventory, operational status, and other performance measures regarding on-site sewage, and provide detailed "as-built" drawings of any on-site sewage system replacement, repair, or initial installations per Chapter 246-272-14501(3) WAC.

WCHD shall:

1. Be the permitting agency for all small on-site sewage systems in Whitman County.
2. Using WCHD's permit system, evaluate small on-site sewage permit applications, collect fees, and issue permits for small on-site sewage facilities operated on WSU owned property in Whitman County.
3. Provide technical assistance as requested per Chapter 246-272-14501(1).

E. Solid Waste

EH&S shall:

1. Ensure that the design, installation, operation and maintenance requirements of all solid waste facilities on WSU owned property in Whitman County are in accordance with Chapter 173-304 WAC and Chapter 70.95 RCW, and any local health jurisdiction requirements that may apply.
2. Provide to WCHD reports, in proper format and detail, as may be requested regarding workload, inventory, operational status, and other performance measures regarding solid waste facilities at WSU.

WCHD shall:

1. Be the permitting agency for all solid waste facilities in Whitman County.
2. Using WCHD's permit system, evaluate solid waste permit applications, collect fees, and issue permits for solid waste facilities operated on WSU owned property in Whitman County.
3. Provide technical assistance as requested.

F. Illegal Drug Manufacturing Responses

EH&S shall:

1. Provide services in accordance with Chapter 246-205-510 through -590 WAC for those manufacturing and laboratory areas and wastes discovered on WSU property that are determined to have been caused by WSU faculty, staff, or students.

WCHD shall:

1. Assist WSU in an advisory role and provide support as necessary in accordance with Chapter 246-205 WAC.

G. Emergency Response

EH&S shall:

1. Respond to communicable and certain other diseases in accordance with Chapter 246-100 WAC. WSU's Student Health Services and Environmental Health and Safety Offices shall cooperate with local and state health officers in carrying out requirements in Chapters 246-100 and 246-110 WAC.

2. Respond to, manage and report hazardous material incidents (chemical, biological and unknown) and other natural disasters that impact or occur on WSU property that affect public health and environment beyond WSU boundaries to WCHD and DOH.
3. Provide EH&S emergency contact numbers to WCHD and DOH.
4. Not make Public Health announcements regarding any aspect of chemical and biological illnesses and/or outbreaks without first acquiring the permission of the Health Officer and/or the WCHD Administrator.

WCHD shall:

1. Respond to communicable and certain other diseases in accordance with Chapter 246-100 WAC.
2. Respond to hazardous materials and natural disaster incidents occurring on WSU owned property in Whitman County with information, support and direction as necessary.
3. Provide WCHD emergency contact numbers to EH&S.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of the last obtained signature, and be indefinite in length, unless terminated sooner as provided herein.

PAYMENT AND BILLING

Payment:

Payment for the work provided in accordance with this Agreement has been established under the terms of Chapter 39.34.130 RCW. Payment for services shall be as follows:

1. EH&S shall provide 73 hours of non-billable service hours per year in lieu of WCHD permit fees. These hours shall be used to conduct inspections, process permits, etc., at food service and water recreation facilities and other facilities/operations owned or operated by WSU.
2. EH&S shall conduct food sanitation inspections on commercially operated food service establishments on the WSU campus at the rate of \$40.00 per hour. All re-inspections or follow-ups shall be considered additional billable hours. The parties have estimated that the cost of accomplishing this inspection work on commercially operated food service establishments herein shall not exceed \$5,000.00 per year. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work, which shall cause the

maximum payment to be exceeded.

3. EH&S shall administer the Food Worker Permit classes and exams on the WSU campus. When administering the classes and exams, the EH&S personnel shall act as agents of the WCHD and be compensated at a rate of six dollars (\$6.00) per receipt provided. However, this cost does not include exams provided to individuals with valid receipts that are retaking the exam. The cost to such individuals shall be free.

Billing:

EH&S shall submit Exhibit B, the WSU EH&S Monthly Report form, which is attached and hereby incorporated by reference. This form documents the billable and non-billable services that were provided as set forth here. Payment to EH&S for approved and completed work shall be made by warrant or account transfer by WCHD. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

1. EH&S shall submit the Monthly Report forms quarterly. These reports shall document both billable and non-billable service hours and the number of food worker permit exams and receipts provided.
2. WCHD shall submit the claims for payment of billable service hours and food worker permit exams / receipts within 30 days of receipt. Upon expiration or termination of this Agreement any claim for payment not already made shall be submitted within 30 days for payment.

WCHD and the EH&S shall review this payment agreement as needed, but at least annually, for any necessary changes.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect the performance of the program activities. 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 shall be retained for six years after expiration and either party shall have full access and the right to examine any of these materials during this period.

INDEPENDENT CAPACITY

Except as specifically provided in this Agreement, 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.

AGREEMENT WITH DEPARTMENT OF HEALTH

Washington State University (WSU) has entered into an Agreement with the Washington State Department of Health regarding the coordinated delivery of environmental health services at WSU and its various facilities. It is the parties' intent that this Agreement be consistent with the Agreement between WSU and the Washington State Department of Health.

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.

TERMINATION

Either party may terminate this Agreement upon 60 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. By their signatures on this document, the parties hereby agree all previous agreements and amendments between the parties that concern the same subject matter as this Agreement are terminated by this Agreement and are of no more force and effect.

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.

GOVERNANCE

This contract 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:

1. applicable state and federal statutes and rules;
2. applicable local codes, if more stringent;
3. statement of work, and;
4. any other provisions of the Agreement, including materials incorporated by reference.

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 reasonably withheld.

DISPUTES

In the event that a dispute arises under this Agreement, the parties shall make every effort to resolve the dispute through discussion and negotiation. If the parties are unable to resolve the dispute through discussion and negotiation, the dispute shall be resolved in the following manner: the Whitman County Health Officer, and the Director of the Washington State University Department of Environmental Health and Safety shall each appoint one member to a dispute resolution panel. In addition, the Secretary of Health and the Director of the Division of Environmental Health and Safety shall jointly appoint a third member to the dispute resolution panel. All designees shall have appropriate expertise and shall be employed by state or local agencies. The panel shall evaluate and resolve the dispute within 60 days of establishment of the panel. The determination of the dispute resolution panel shall be final and binding on the parties hereto. In the event that DOH is required to take enforcement action with respect to an environmental health requirement, these dispute resolution provisions shall not apply to any dispute that may arise over the University's compliance with the requirement or requirements.

In the event of an emergency, and it is impractical to resolve a dispute through a dispute resolution panel, the Secretary of Health, the Whitman County Health Officer and the President of Washington State University, or their respective designees, shall resolve the dispute in a timely manner to protect the health and safety of the public.

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

HOLD HARMLESS

Each party to this Agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. Neither party to this Agreement shall be responsible for the acts of those not a party to this Agreement.

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.

IMPLEMENTATION

The parties to this Agreement shall meet at least annually to evaluate this Agreement and its implementation, provided that this Agreement shall remain effective whether or not such annual evaluation has taken place.

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.

CONTRACT MANAGEMENT

The Director or their designee from 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.

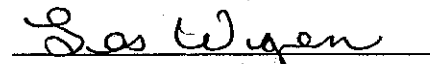
SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement.

WHITMAN COUNTY
BOARD OF HEALTH



G.R. Finch, Chair



Les Wigen, Member



Greg Partch, Member

WHITMAN COUNTY DEPARTMENT
OF PUBLIC HEALTH

Approved By: 

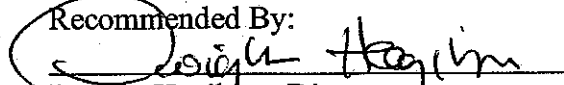
Fran Martin
Director

Date: 05-12-03

WASHINGTON STATE UNIVERSITY

WSU ENVIRONMENTAL HEALTH AND
SAFETY

Recommended By:



Dwight Hagihara, Director

Date: 4-18-03

WSU OFFICE OF BUSINESS AFFAIRS

Approved By:



Greg Royer
Vice President for Business Affairs

Date: 4/24/03

Exhibit A

EH&S Procedures for Balancing Out Cash Box

1. Unlock the cash box.
2. Retrieve Cash Drawer Summary from Cash Box.
3. Write location and date on new page (Cash Drawer Summary).
4. Sort bubble sheets "receipts" into one pile (numeric order).
5. Write beginning bubble sheet numbers and ending bubble sheet numbers on corresponding lines on Cash Drawer Summary.
6. Add totals of bubble sheet receipts in book(s) for the day being balanced.
7. Write total in Daily Total Amount of bubble sheet receipts on Cash Drawer Summary.
8. Subtract \$50 in various denominations for making change and put it back in cash drawer.
9. Cash and record in Cash Drawer Summary.
 - Total for day.
 - Balance daily total of cash against the bubble sheet receipt totals.
 - Sign and date Cash Drawer Summary.
10. Forward the cash and bubble sheets (beginning and ending numbers) to the WCHD in Pullman for verification and depositing.

EXHIBIT B

Month/Year

WSU EH&S Monthly Report

EMPLOYEE NAME: Marty O'Malley / Gene Patterson

TITLE: Public Health

NOT AN INVOICE - WSU INVOICE SENT QUARTERLY

SERVICE PROVIDED	HOURS	RATE	AMOUNT	EXAMS	RATE	AMOUNT	TOTAL
F1 Billable Hours	<u>0.00</u>	<u>\$40.00</u>	<u>0.00</u>	<u> </u>	<u>\$6/EXAM</u>	<u>\$ -</u>	<u>\$ -</u>
F2 Non-Billable Food / Misc. Hours	<u>0.00</u>	<u>NA</u>	<u>NA</u>				
P1 Non-Billable Pool Hours	<u>0.00</u>	<u>NA</u>	<u>NA</u>				

DATE	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
B																																0.00	
N																																	0.00
P																																	0.00

Comments: Non-billable food, pool and miscellaneous hours include inspection, travel, permit processing, report writing, paperwork, etc.

I certify that this is an accurate report of inspection services performed for the month indicated:

Employee Signature: _____

Manager Signature: _____

Dept. Director Approval: _____