

**Full Delegation of Responsibility to Implement  
Chapter 246-291 WAC  
To the Local Health Jurisdiction**

**PRELIMINARY DRAFT FOR DISCUSSION  
THIS IS NOT AN OFFER, ALL PROVISIONS ARE SUBJECT TO CHANGE**



CONTRACT NUMBER <b>N</b>	SUBRECIPIENT * <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
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**JOINT PLAN OF RESPONSIBILITY  
INTERAGENCY AGREEMENT**

**Between**

**STATE OF WASHINGTON  
DEPARTMENT OF HEALTH**

**and**

\_\_\_\_\_ **COUNTY HEALTH DEPARTMENT**

**THIS AGREEMENT** is made and entered into by and between the DEPARTMENT OF HEALTH (DOH) and the \_\_\_\_\_ County Health Department/District (\_CHD).

**THE PURPOSE OF THIS AGREEMENT** is to provide for a joint plan of responsibility which delineates the responsibilities of DOH and \_CHD with respect to the regulation of water systems in \_\_\_\_\_ County pursuant to Chapters 70.119A and 70.116 RCW and Chapter 246-291 WAC. This Agreement supersedes and replaces all prior Interagency Agreements between DOH and \_CHD regarding the regulation of water systems.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF RESPONSIBILITIES**

\_CHD and DOH agree to carry out this joint plan of responsibility as set forth in Exhibit A, Statement of Responsibilities, and Exhibit B, Agency Responsibility for Program Function; attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on the date last executed and shall terminate on December 31, 2018 unless terminated sooner as provided herein.

**COSTS**

Unless otherwise specified within the Agreement, any and all expenses incurred by the parties to this Agreement are the sole responsibility of the incurring party.

**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.

## **AGREEMENT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement. Either party may change its contact person by giving written notice to the other party.

The Contact Person for DOH is:

The Administrator for \_CHD is:

## **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Amendment to the Agreement may be required as a result of statutory and regulatory changes, including, but not limited to, amendments to the Group B Rules (Chapter 246-291 WAC). Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be resolved at the lowest possible management level. If resolution is not achieved, it shall be determined in the following manner: The Director of the Office of Drinking Water at DOH shall meet with the Director of the \_CHD at the local health jurisdiction to try and resolve the dispute. Failing a resolution at the management level, the Secretary of DOH shall appoint a member to a Dispute Resolution Board and the local health jurisdiction administrator shall appoint a member to the Dispute Resolution Board. The Secretary of DOH and the local health jurisdiction administrator shall jointly appoint a member to the Dispute Resolution Board.

The Dispute Resolution Board shall evaluate and resolve the dispute. The determination of the Dispute Resolution Board shall be final and binding on the parties hereto.

## **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 and local 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. applicable state and federal laws and regulations;
- b. applicable local laws,
- c. statement of work; and
- d. any other provisions of the Agreement, including materials incorporated by reference.

## **HOLD HARMLESS**

The \_CHD shall defend, protect and hold harmless the state of Washington, the department, or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of \_CHD or subcontractors, or agents of either, while performing under the terms of this Agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

DOH shall defend, protect and hold harmless \_CHD, or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of the DOH or subcontractors, or agents of either, while performing under the terms of this Agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report,

film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

### **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.

### **PRIVACY/SAFEGUARDING OF INFORMATION**

“Personal information” means information identifiable to any person, including but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. “Personal information” includes information protected from disclosure under chapters 42.17, 70.02, 70.24, and 71.05 RCW, but does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

Neither \_CHD nor DOH shall use or disclose Personal Information in any manner that would constitute a violation of federal or Washington State law. The parties agree to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

\_CHD and DOH shall protect Personal Information collected, used, or acquired in connection with this Agreement against unauthorized use, disclosure, modification or loss, and shall use it solely for the purposes of accomplishing the services set forth in this Agreement. Both parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form.

### **RECORDS MAINTENANCE**

\_CHD and DOH agree each will maintain books, records, documents and other supporting evidence that provides verification that they have performed their portion of the work as described in the Statement of Work. These records will be open to inspection and/or review by authorized individuals of \_CHD or DOH, individuals authorized by \_CHD or DOH, the Office of the State Auditor, and federal officials, as authorized by law. All the books, records, documents, and other material relevant to this agreement will be retained for the periods established by the State Archives Office and/or the records retention periods established by each agency, whichever is longer.

Records and other documents, in any medium, furnished by one of us to the other, will remain the property of the entity furnishing the information, unless we agree otherwise. \_CHD and DOH will each utilize reasonable security procedures and protections to assure that all information under this agreement is protected from erroneous disclosure 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 and Materials means all items in any format and includes, but is not limited to: data, reports, documents, photos, 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.

### **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall become invalid as a result of statutory or regulatory amendment or be held invalid by a court of general jurisdiction, such invalidity shall not affect 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.

**TERMINATION**

Either party may terminate this Agreement upon 30 days prior written notification to the other party.

**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, its attachments and all incorporations, 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:

State of Washington  
Department of Health (DOH)

\_\_\_\_\_  
\_CHD

\_\_\_\_\_  
By:  
Title: Contracts Officer  
  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
By:  
Title:  
  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

APPROVED AS TO CONTENT ONLY:

\_\_\_\_\_  
By:  
Title: Director, Office of Drinking Water  
  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

APPROVED AS TO FORM ONLY:  
Attorney General

**EXHIBIT A**  
Statement of Responsibilities

**GENERAL:**

1. Responsibilities not specifically assigned to LHJ in this JPR will be fulfilled by DOH.
2. Responsibilities and authorities delegated to LHJ in this JPR are limited to the scope of chapter 246-291 WAC and chapter 246-290 WAC.
3. Primary responsibility for carrying out program functions shall be allocated between the parties as indicated in Exhibit B. The party with primary responsibility for a function shall perform that function on a day to day basis; the other party may provide advice or assistance as resources allow; provided that nothing herein shall preclude either party from taking primary responsibility for a function by mutual agreement or where an emergency exists or when the primarily responsible party is unable to act effectively.
4. Both parties may participate in developing an interagency summary of responsibilities that are outside the scope of this JPR, including but not limited to that portion of local Group B regulations, if any, which are outside the scope of chapter 246-291 WAC.
5. LHJ may revise existing or adopt new regulations for the regulation of Group B water systems that supersede this agreement.

**SHARED RESPONSIBILITIES:**

1. DOH and LHJ will meet and evaluate the implementation of this agreement and update this agreement at least once every five years. In addition, copies of written policies and copies of pertinent correspondence will routinely be transmitted from DOH to LHJ.
2. Both DOH and LHJ will work together to ensure that there is effective communications when dealing with drinking water emergencies, security incidents and health risk situations related to water systems in LHJ.
3. Participate in epidemiological investigations of suspected or known water borne illness.

**DOH RESPONSIBILITIES:**

1. DOH will implement the review and approval functions for all new or expanding public water systems designed to serve ten or more dwelling units.
2. DOH will provide LHJ with copies of the following within 30 days of approving a new or expanding Group B water system approved to serve 10-14 dwelling units:
  - a. Approval letter with the name of the system, maximum number of connections to be served, the location of the system, and number of dwelling units and number of non-residential connections approved;
  - b. Well log;
  - c. Completed notice to title information; and
  - d. Completed water facility inventory (WFI) form
3. DOH will conduct periodic training for LHJ staff, and provide technical assistance to LHJ staff as requested and as DOH resources permit.
4. DOH will maintain the Group B Design Guidelines, the Group B Design Workbook, and the Group B Resource Web Page.
5. DOH will enter water facilities inventory (WFI) information into its drinking water data system for each new and expanding Group B water system approved by LHJ for which a completed WFI is submitted to DOH.
6. DOH will enter WFI information for existing Group B water systems that serve ten or more dwelling units for which a completed WFI is submitted by LHJ to DOH.
7. DOH will request annual updates from all public water systems approved to serve 10 or more dwelling units. DOH will share with the LHJ any change in classification (Group A systems becoming Group B systems or vice versa) based on its annual review.

8. DOH will enter Group B water quality lab reports which include a valid public water system identification number.

### **LHJ RESPONSIBILITIES:**

1. LHJ will implement the review and approval functions for all new or expanding Group B public water systems intended to serve nine or fewer dwelling units, ensuring compliance with each design approval requirement in chapter 246-291 WAC.
2. LHJ will use a well site inspection reporting form acceptable to DOH in conducting well site inspections associated with all new or expanding Group B water systems.
3. LHJ may charge fees consistent with their adopted fee schedule in order to defray Group B program expenses incurred in maintaining a Group B drinking water program to the extent authorized under RCW 70.05.060 and -070.
4. LHJ will provide DOH with copies of the following within 30 days of approving a new or expanding Group B water system:
  - a. Approval letter with the name of the system, maximum number of connections to be served, the location of the system, and number of dwelling units and number of non-residential connections approved;
  - b. Well log;
  - c. Completed notice to title information;
  - d. Completed water facility inventory (WFI) form;
  - e. Hydrogeologic evaluation of potential GWI source (if applicable);
  - f. Satisfactory coliform bacteria analysis lab report(s), satisfactory inorganic chemical analysis lab, and any other water quality information as may have been required by LHJ for approval of the source(s).
5. LHJ will issue and lift all boil water/bottled water notices for Group B public water systems in LHJ. LHJ will inform DOH of the status of all boil water notices issued by LHJ.
6. LHJ will ensure Group B water system compliance with all ongoing requirements in chapter 246-291 WAC (such as WAC 246-291-250, -300, and -360).
7. LHJ will inform DOH within 30 days if a new or revised local Group B drinking water ordinance is adopted.
8. LHJ will conduct sanitary surveys of Group A public water systems as agreed within the LHJ-DOH Consolidated Contract.
9. LHJ will conduct well site inspections of all new and expanding Group B water systems, and for new Group A wells, as agreed within the LHJ-DOH Consolidated Contract.

**EXHIBIT B**  
Agency Responsibility for Program Function

<b>GROUP B PROGRAM FUNCTIONS (Within the Scope of chapter 246-291 WAC)</b>	<b>Assignment of Responsibility</b>
Develop and implement local Group B design approval fee schedule	LHJ
Administer Group B public water system program	
Provide the applicant/purveyor with technical assistance on Group B approval requirements and design standards	
Review and approve Group B workbook for all Group B systems intending to serve nine or fewer dwelling units	
Conduct well site inspections for Group B sources	
Review of hydrogeologic evaluation of all potential GWI sources	
Share written communications with DOH	
Issue and lift health advisories	
Ensure compliance with all ongoing requirements in chapter 246-291 WAC (Such as WAC 246-291-250, -300, and -360) for all Group B public water systems	
Review and approve all submittals for public water systems serving ten or more dwelling units	
Share written communications with LHJ	
Train LHJ staff	
Maintain design guidance, design workbook, and Group B resource web page	
Enter initial WFI information provided by the LHJ of all new or expanding Group B systems subject to regulation under chapter 246-291 WAC	
Enter WFI information for existing Group B water systems that serve ten or more dwelling units for which a completed WFI is submitted by LHJ	
Request WFI updates annually from systems approved to serve ten or more dwelling units	
Enter Group B water quality lab reports which include a valid public water system identification number	

<b>GROUP A PROGRAM FUNCTIONS (Within the Scope of chapter 246-290 WAC)</b>	<b>Assignment of Responsibility</b>
Conduct sanitary surveys of Group A water systems	LHJ
Conduct well site inspections of new Group A well supplies	LHJ
Conduct epidemiological investigations of suspected or known water borne illness	DOH & LHJ

**No Delegation of Responsibility to Implement  
Chapter 246-291 WAC  
To the Local Health Jurisdiction<sup>1</sup>**

**PRELIMINARY DRAFT FOR DISCUSSION  
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- 1. The scope of responsibility presented in the following template presumes LHJ is willing to conduct well site inspections for Group B sources. The LHJ may accept or reject this responsibility under the “no delegation” option.**



CONTRACT NUMBER <b>N</b>	SUBRECIPIENT * <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
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**JOINT PLAN OF RESPONSIBILITY  
INTERAGENCY AGREEMENT**

Between

**STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
and**

\_\_\_\_\_ **COUNTY HEALTH DEPARTMENT**

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**THE PURPOSE OF THIS AGREEMENT** is to provide for a joint plan of responsibility which delineates the responsibilities of DOH and \_CHD with respect to the regulation of water systems in \_\_\_\_\_ County pursuant to Chapters 70.119A and 70.116 RCW and Chapter 246-291 WAC. This Agreement supersedes and replaces all prior Interagency Agreements between DOH and \_CHD regarding the regulation of water systems.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF RESPONSIBILITIES**

\_CHD and DOH agree to carry out this joint plan of responsibility as set forth in Exhibit A, Statement of Responsibilities, and Exhibit B, Agency Responsibility for Program Function; attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

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**COSTS**

Unless otherwise specified within the Agreement, any and all expenses incurred by the parties to this Agreement are the sole responsibility of the incurring party.

**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.

**AGREEMENT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement. Either party may change its contact person by giving written notice to the other party.

The Contact Person for DOH is:

The Administrator for \_CHD is:

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Amendment to the Agreement may be required as a result of statutory and regulatory changes, including, but not limited to, amendments to the Group B Rules (Chapter 246-291 WAC). Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be resolved at the lowest possible management level. If resolution is not achieved, it shall be determined in the following manner: The Director of the Office of Drinking Water at DOH shall meet with the Director of the \_CHD at the local health jurisdiction to try and resolve the dispute. Failing a resolution at the management level, the Secretary of DOH shall appoint a member to a Dispute Resolution Board and the local health jurisdiction administrator shall appoint a member to the Dispute Resolution Board. The Secretary of DOH and the local health jurisdiction administrator shall jointly appoint a member to the Dispute Resolution Board.

The Dispute Resolution Board shall evaluate and resolve the dispute. The determination of the Dispute Resolution Board shall be final and binding on the parties hereto.

### **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 and local 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. applicable state and federal laws and regulations;
- b. applicable local laws,
- c. statement of work; and
- d. any other provisions of the Agreement, including materials incorporated by reference.

### **HOLD HARMLESS**

The \_CHD shall defend, protect and hold harmless the state of Washington, the department, or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of \_CHD or subcontractors, or agents of either, while performing under the terms of this Agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

DOH shall defend, protect and hold harmless \_CHD, or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of the DOH or subcontractors, or agents of either, while performing under the terms of this Agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

## **INDEPENDENT CAPACITY**

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## **PRIVACY/SAFEGUARDING OF INFORMATION**

“Personal information” means information identifiable to any person, including but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. “Personal information” includes information protected from disclosure under chapters 42.17, 70.02, 70.24, and 71.05 RCW, but does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

Neither \_CHD nor DOH shall use or disclose Personal Information in any manner that would constitute a violation of federal or Washington State law. The parties agree to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

\_CHD and DOH shall protect Personal Information collected, used, or acquired in connection with this Agreement against unauthorized use, disclosure, modification or loss, and shall use it solely for the purposes of accomplishing the services set forth in this Agreement. Both parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form.

## **RECORDS MAINTENANCE**

\_CHD and DOH agree each will maintain books, records, documents and other supporting evidence that provides verification that they have performed their portion of the work as described in the Statement of Work. These records will be open to inspection and/or review by authorized individuals of \_CHD or DOH, individuals authorized by \_CHD or DOH, the Office of the State Auditor, and federal officials, as authorized by law. All the books, records, documents, and other material relevant to this agreement will be retained for the periods established by the State Archives Office and/or the records retention periods established by each agency, whichever is longer.

Records and other documents, in any medium, furnished by one of us to the other, will remain the property of the entity furnishing the information, unless we agree otherwise. \_CHD and DOH will each utilize reasonable security procedures and protections to assure that all information under this agreement is protected from erroneous disclosure 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 and Materials means all items in any format and includes, but is not limited to: data, reports, documents, photos, 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.

## **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall become invalid as a result of statutory or regulatory amendment or be held invalid by a court of general jurisdiction, such invalidity shall not affect 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.

**TERMINATION**

Either party may terminate this Agreement upon 30 days prior written notification to the other party.

**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, its attachments and all incorporations, 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:

State of Washington  
Department of Health (DOH)

\_\_\_\_\_  
\_CHD

\_\_\_\_\_  
By:  
Title: Contracts Officer  
  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
By:  
Title:  
  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

APPROVED AS TO CONTENT ONLY:

\_\_\_\_\_  
By:  
Title: Director, Office of Drinking Water  
  
Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

APPROVED AS TO FORM ONLY:

Attorney General

**EXHIBIT A**  
Statement of Responsibilities

**GENERAL:**

1. Responsibilities not specifically assigned to LHJ in this JPR will be fulfilled by DOH.
2. Responsibilities and authorities delegated to LHJ in this JPR are limited to the scope of chapter 246-291 WAC and chapter 246-290 WAC.
3. Primary responsibility for carrying out program functions shall be allocated between the parties as indicated in Exhibit B. The party with primary responsibility for a function shall perform that function on a day to day basis; the other party may provide advice or assistance as resources allow; provided that nothing herein shall preclude either party from taking primary responsibility for a function by mutual agreement or where an emergency exists or when the primarily responsible party is unable to act effectively.
4. Both parties may participate in developing an interagency summary of responsibilities that are outside the scope of this JPR, including but not limited to that portion of local Group B regulations, if any, which are outside the scope of chapter 246-291 WAC.
5. LHJ may revise existing or adopt new regulations for the regulation of Group B water systems that supersede this agreement.

**SHARED RESPONSIBILITIES:**

1. DOH and LHJ will meet and evaluate the implementation of this agreement and update this agreement at least once every five years. In addition, copies of written policies and copies of pertinent correspondence will routinely be transmitted from DOH to LHJ.
2. Both DOH and LHJ will work together to ensure that there is effective communications when dealing with drinking water emergencies, security incidents and health risk situations related to water systems in LHJ.
3. Participate in epidemiological investigations of suspected or known water borne illness.

**DOH RESPONSIBILITIES:**

1. DOH will implement the review and approval functions for all new or expanding Group B public water systems.
2. DOH will ensure Group B water system compliance with all ongoing requirements in chapter 246-291 WAC (such as WAC 246-291-250, -300, and -360).
3. DOH will conduct periodic training for LHJ staff, and provide technical assistance to LHJ staff as requested and as DOH resources permit.
4. DOH will maintain the Group B Design Guidelines, the Group B Design Workbook, and the Group B Resource Web Page.
5. DOH will enter water facilities inventory (WFI) information into its drinking water data system for each new and expanding Group B water system approved by DOH.
6. DOH will enter WFI information for existing Group B water systems that serve ten or more dwelling units for which a completed WFI is submitted by LHJ to DOH.
7. DOH will request annual updates from all public water systems approved to serve 10 or more dwelling units.
8. DOH will enter Group B water quality lab reports which include a valid public water system identification number.
9. DOH will issue and lift all boil water/bottled water notices for Group B public water systems in LHJ. DOH will inform LHJ of the status of all boil water notices issued.

**LHJ RESPONSIBILITIES:**

1. LHJ will use a well site inspection reporting form acceptable to DOH in conducting well site inspections associated with all new or expanding Group B water systems.
2. LHJ will inform DOH within 30 days if a new or revised local Group B drinking water ordinance is adopted.
3. LHJ will conduct sanitary surveys of Group A public water systems as agreed within the LHJ-DOH Consolidated Contract.
4. LHJ will conduct well site inspections of all new and expanding Group B water systems, and for new Group A wells, as agreed within the LHJ-DOH Consolidated Contract.

**EXHIBIT B**  
Agency Responsibility for Program Function

<b>GROUP B PROGRAM FUNCTIONS (Within the Scope of chapter 246-291 WAC)</b>	<b>Assignment of Responsibility</b>
Conduct well site inspections for Group B sources	LHJ
Implement fee schedule	DOH
Administer Group B public water system program	
Provide the applicant/purveyor with technical assistance on Group B approval requirements and design standards	
Review and approve Group B workbook for all Group B systems, and ensure compliance with all on-going requirements of chapter 246-291 WAC.	
Review of hydrogeologic evaluation of all potential GWI sources	
Share written communications with LHJ	
Ensure compliance with all ongoing requirements in chapter 246-291 WAC (such as WAC 246-291-250, -300, and -360) for all Group B public water systems	
Train LHJ staff	
Maintain design guidance, design workbook, and Group B resource web page	
Enter initial WFI information upon approval of all new or expanding Group B systems subject to regulation under chapter 246-291 WAC	
Request WFI updates annually from systems approved to serve ten or more dwelling units	
Enter WFI information for existing Group B water systems that serve ten or more dwelling units for which a completed WFI is submitted by LHJ	
Enter Group B water quality lab reports which include a valid public water system identification number	
Issue and lift health advisories	

<b>GROUP A PROGRAM FUNCTIONS (Within the Scope of chapter 246-290 WAC)</b>	<b>Assignment of Responsibility</b>
Conduct sanitary surveys of Group A water systems	LHJ
Conduct well site inspections of new Group A well supplies	LHJ
Conduct epidemiological investigations of suspected or known water borne illness	DOH & LHJ

**Partial Delegation of Responsibility to Implement  
Chapter 246-291 WAC  
To the Local Health Jurisdiction**

**Non- P.E. Prepared Submittal Review and Approval by LHJ  
P.E. Prepared Submittal Review and Approval by DOH**

**PRELIMINARY DRAFT FOR DISCUSSION  
THIS IS NOT AN OFFER, ALL PROVISIONS ARE SUBJECT TO CHANGE**



CONTRACT NUMBER <b>N</b>	SUBRECIPIENT * <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
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**JOINT PLAN OF RESPONSIBILITY  
INTERAGENCY AGREEMENT**

Between

**STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
and**

\_\_\_\_\_ **COUNTY HEALTH DEPARTMENT**

**THIS AGREEMENT** is made and entered into by and between the DEPARTMENT OF HEALTH (DOH) and the \_\_\_\_\_ County Health Department/District (\_CHD).

**THE PURPOSE OF THIS AGREEMENT** is to provide for a joint plan of responsibility which delineates the responsibilities of DOH and \_CHD with respect to the regulation of water systems in \_\_\_\_\_ County pursuant to Chapters 70.119A and 70.116 RCW and Chapter 246-291 WAC. This Agreement supersedes and replaces all prior Interagency Agreements between DOH and \_CHD regarding the regulation of water systems.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF RESPONSIBILITIES**

\_CHD and DOH agree to carry out this joint plan of responsibility as set forth in Exhibit A, Statement of Responsibilities, and Exhibit B, Agency Responsibility for Program Function; attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on the date last executed and shall terminate on December 31, 2018 unless terminated sooner as provided herein.

**COSTS**

Unless otherwise specified within the Agreement, any and all expenses incurred by the parties to this Agreement are the sole responsibility of the incurring party.

**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.

**AGREEMENT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement. Either party may change its contact person by giving written notice to the other party.

The Contact Person for DOH is:

The Administrator for \_CHD is:

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Amendment to the Agreement may be required as a result of statutory and regulatory changes, including, but not limited to, amendments to the Group B Rules (Chapter 246-291 WAC). Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be resolved at the lowest possible management level. If resolution is not achieved, it shall be determined in the following manner: The Director of the Office of Drinking Water at DOH shall meet with the Director of the \_CHD at the local health jurisdiction to try and resolve the dispute. Failing a resolution at the management level, the Secretary of DOH shall appoint a member to a Dispute Resolution Board and the local health jurisdiction administrator shall appoint a member to the Dispute Resolution Board. The Secretary of DOH and the local health jurisdiction administrator shall jointly appoint a member to the Dispute Resolution Board.

The Dispute Resolution Board shall evaluate and resolve the dispute. The determination of the Dispute Resolution Board shall be final and binding on the parties hereto.

### **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 and local 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. applicable state and federal laws and regulations;
- b. applicable local laws,
- c. statement of work; and
- d. any other provisions of the Agreement, including materials incorporated by reference.

### **HOLD HARMLESS**

The \_CHD shall defend, protect and hold harmless the state of Washington, the department, or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of \_CHD or subcontractors, or agents of either, while performing under the terms of this Agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

DOH shall defend, protect and hold harmless \_CHD, or any employees thereof, from and against all claims, suits or action arising from any intentional or negligent act or omission of the DOH or subcontractors, or agents of either, while performing under the terms of this Agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice.

## **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.

## **PRIVACY/SAFEGUARDING OF INFORMATION**

“Personal information” means information identifiable to any person, including but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. “Personal information” includes information protected from disclosure under chapters 42.17, 70.02, 70.24, and 71.05 RCW, but does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

Neither \_CHD nor DOH shall use or disclose Personal Information in any manner that would constitute a violation of federal or Washington State law. The parties agree to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

\_CHD and DOH shall protect Personal Information collected, used, or acquired in connection with this Agreement against unauthorized use, disclosure, modification or loss, and shall use it solely for the purposes of accomplishing the services set forth in this Agreement. Both parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form.

## **RECORDS MAINTENANCE**

\_CHD and DOH agree each will maintain books, records, documents and other supporting evidence that provides verification that they have performed their portion of the work as described in the Statement of Work. These records will be open to inspection and/or review by authorized individuals of \_CHD or DOH, individuals authorized by \_CHD or DOH, the Office of the State Auditor, and federal officials, as authorized by law. All the books, records, documents, and other material relevant to this agreement will be retained for the periods established by the State Archives Office and/or the records retention periods established by each agency, whichever is longer.

Records and other documents, in any medium, furnished by one of us to the other, will remain the property of the entity furnishing the information, unless we agree otherwise. \_CHD and DOH will each utilize reasonable security procedures and protections to assure that all information under this agreement is protected from erroneous disclosure 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 and Materials means all items in any format and includes, but is not limited to: data, reports, documents, photos, 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.

## **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall become invalid as a result of statutory or regulatory amendment or be held invalid by a court of general jurisdiction, such invalidity shall not affect 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.

**TERMINATION**

Either party may terminate this Agreement upon 30 days prior written notification to the other party.

**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, its attachments and all incorporations, 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:

State of Washington  
Department of Health (DOH)

\_\_\_\_\_  
\_CHD

\_\_\_\_\_  
By:  
Title: Contracts Officer

\_\_\_\_\_  
By:  
Title:

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

APPROVED AS TO CONTENT ONLY:

\_\_\_\_\_  
By:  
Title: Director, Office of Drinking Water

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

APPROVED AS TO FORM ONLY:  
Attorney General

**EXHIBIT A**  
Statement of Responsibilities

**GENERAL:**

1. Responsibilities not specifically assigned to LHJ in this JPR will be fulfilled by DOH.
2. Responsibilities and authorities delegated to LHJ in this JPR are limited to the scope of chapter 246-291 WAC and chapter 246-290 WAC.
3. Primary responsibility for carrying out program functions shall be allocated between the parties as indicated in Exhibit B. The party with primary responsibility for a function shall perform that function on a day to day basis; the other party may provide advice or assistance as resources allow; provided that nothing herein shall preclude either party from taking primary responsibility for a function by mutual agreement or where an emergency exists or when the primarily responsible party is unable to act effectively.
4. Both parties may participate in developing an interagency summary of responsibilities that are outside the scope of this JPR, including but not limited to that portion of local Group B regulations, if any, which are outside the scope of chapter 246-291 WAC.
5. LHJ may revise existing or adopt new regulations for the regulation of Group B water systems that supersede this agreement.

**SHARED RESPONSIBILITIES:**

1. DOH and LHJ will meet and evaluate the implementation of this agreement and update this agreement at least once every five years. In addition, copies of written policies and copies of pertinent correspondence will routinely be transmitted from DOH to LHJ.
2. Both DOH and LHJ will work together to ensure that there is effective communications when dealing with drinking water emergencies, security incidents and health risk situations related to water systems in LHJ.
3. Participate in epidemiological investigations of suspected or known water borne illness.

**DOH RESPONSIBILITIES:**

1. DOH will implement the review and approval functions for all new or expanding Group B public water systems that require submittal by a P.E.
2. DOH will provide LHJ with copies of the following within 30 days of approving a new or expanding Group B water system that require submittal by a P.E.:
  - a. Approval letter with the name of the system, maximum number of connections to be served, the location of the system, and number of dwelling units and number of non-residential connections approved;
  - b. Well log;
  - c. Completed notice to title information; and
  - d. Completed water facility inventory (WFI) form
3. DOH will conduct periodic training for LHJ staff, and provide technical assistance to LHJ staff as requested and as DOH resources permit.
4. DOH will maintain the Group B Design Guidelines, the Group B Design Workbook, and the Group B Resource Web Page.
5. DOH will review hydrogeologic evaluations and provide a determination to LHJ that indicates the proposed source is a GWI source or a groundwater source.
6. DOH will enter water facilities inventory (WFI) information into its drinking water data system for each new and expanding Group B water system approved by LHJ for which a completed WFI is submitted to DOH.
7. DOH will enter WFI information for existing Group B water systems that serve ten or more dwelling units for which a completed WFI is submitted by LHJ to DOH.

8. DOH will request annual updates from all public water systems approved to serve 10 or more dwelling units. DOH will share with the LHJ any change in classification (Group A systems becoming Group B systems or vice versa) based on its annual review.
9. DOH will enter Group B water quality lab reports which include a valid public water system identification number.

**LHJ RESPONSIBILITIES:**

1. LHJ will implement the review and approval functions for all new or expanding Group B public water systems that don't require submittal by a P.E., ensuring compliance with each design approval requirement in chapter 246-291 WAC.
2. LHJ will use a well site inspection reporting form acceptable to DOH in conducting well site inspections associated with all new or expanding Group B water systems.
3. LHJ may charge fees consistent with their adopted fee schedule in order to defray Group B program expenses incurred in maintaining a Group B drinking water program to the extent authorized under RCW 70.05.060 and -070.
4. LHJ will provide DOH with copies of the following within 30 days of approving a new or expanding Group B water system:
  - a. Approval letter with the name of the system, maximum number of connections to be served, the location of the system, and number of dwelling units and number of non-residential connections approved;
  - b. Well log;
  - c. Completed notice to title information;
  - d. Completed water facility inventory (WFI) form;
  - e. Satisfactory coliform bacteria analysis lab report(s), satisfactory inorganic chemical analysis lab, and any other water quality information as may have been required by LHJ for approval of the source(s).
5. LHJ will issue and lift all boil water/bottled water notices for Group B public water systems in LHJ. LHJ will inform DOH of the status of all boil water notices issued by LHJ.
6. LHJ will ensure Group B water system compliance with all ongoing requirements in chapter 246-291 WAC (such as WAC 246-291-250, -300, and -360)
7. LHJ will inform DOH within 30 days if a new or revised local Group B drinking water ordinance is adopted.
8. LHJ will conduct sanitary surveys of Group A public water systems as agreed within the LHJ-DOH Consolidated Contract.
9. LHJ will conduct well site inspections of all new and expanding Group B water systems, and for new Group A wells, as agreed within the LHJ-DOH Consolidated Contract.

**EXHIBIT B**  
Agency Responsibility for Program Function

<b>GROUP B PROGRAM FUNCTIONS (Within the Scope of chapter 246-291 WAC)</b>	<b>Assignment of Responsibility</b>
Develop and implement local Group B design approval fee schedule	LHJ
Administer Group B public water system program	
Provide the applicant/purveyor with technical assistance on Group B approval requirements and design standards for all Group B systems serving nine or fewer dwelling units that do not require a P.E. submittal, under the conditions of chapter 246-291 WAC <sup>1</sup>	
Review and approve Group B workbook for all Group B systems that doesn't require a PE submittal <sup>1</sup>	
Conduct well site inspections for Group B sources	
Share written communications with DOH	
Ensure compliance with all ongoing requirements in chapter 246-291 WAC (WAC 246-291-250, -300, and -360) for all Group B public water systems	
Review and approve Group B workbook for all Group B systems that does require a PE submittal <sup>1</sup>	DOH
Share written communications with LHJ	
Review hydrogeologic evaluations and provide a determination to LHJ that indicates the proposed source is a GWI source or a groundwater source	
Train LHJ staff	
Maintain design guidance, design workbook, and Group B resource web page	
Enter initial WFI information provided by the LHJ of all new or expanding Group B systems subject to regulation under chapter 246-291 WAC	
Enter initial WFI information upon approval by DOH of all new or expanding Group B systems subject to regulation under chapter 246-291 WAC	
Enter WFI information for existing Group B water systems that serve ten or more dwelling units for which a completed WFI is submitted by LHJ	
Request WFI updates annually from systems approved to serve ten or more dwelling units	
Enter Group B water quality lab reports which include a valid public water system identification number	

1. WAC 246-291-120 (4): A local health jurisdiction that has accepted primary responsibility in a JPR under WAC 246-291-030 may adopt by rule, an exception to the professional engineer requirement for Group B systems that:

- (a) Do not use a variable speed pump;
- (b) Do not provide fire flow;
- (c) Do not have special hydraulic considerations;
- (d) Do not have atmospheric storage in which the bottom elevation of the storage reservoir is below the ground surface;
- (e) Serve fewer than ten service connections

<b>GROUP A PROGRAM FUNCTIONS (Within the Scope of chapter 246-290 WAC)</b>	<b>Assignment of Responsibility</b>
Conduct sanitary surveys of Group A water systems	LHJ
Conduct well site inspections of new Group A well supplies	LHJ
Conduct epidemiological investigations of suspected or known water borne illness	DOH & LHJ