



JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368
www.jeffersoncountypublichealth.org

February 28, 2011

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Stuart Whitford, Environmental Health Director

DATE: March 14, 2011

SUBJECT: Agenda Item- Interagency Agreement with Department of Health for Drinking Water Joint Plan of Operation, #N18867; February 10, 2011 - December 31, 2016; \$6,000

STATEMENT OF ISSUE:

Health and Human Services is requesting Board approval of the Interagency Agreement with Department of Health for Drinking Water Joint Plan of Operation, #N18867; February 10, 2011 - December 31, 2016; \$6,000

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

This is an ongoing agreement with the Department of Health. The agreement provides state and federal funding to conduct third party sanitary surveys of Group A and B public water systems. The agreement assures compliance with state drinking water standards and Federal Safe Drinking Water requirements. JCPH will conduct 8 sanitary surveys annually. Staff will also provide technical assistance and follow-up. JCPH will be involved in the approval, surveillance, communications, and enforcement in conjunction with this agreement.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

Department of Health will pay JCPH \$500 for each complete sanitary survey and report submitted to DOH and up to \$2,000 annually for technical assistance. The grant requires no match.

COMMUNITY HEALTH
DEVELOPMENTAL DISABILITIES
MAIN: (360) 385-9400
FAX: (360) 385-9401

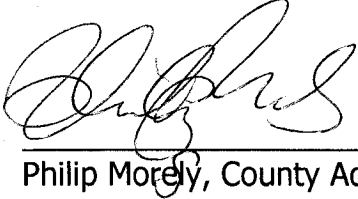
PUBLIC HEALTH
ALWAYS WORKING FOR A SAFER AND
HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH
WATER QUALITY
MAIN: (360) 385-9444
FAX: (360) 379-4487

RECOMMENDATION:

JCH&HS management request approval of the Interagency Agreement with Department of Health for Drinking Water Joint Plan of Operation, #N18867; February 10, 2011 - December 31, 2016; \$6,000

REVIEWED BY:



Philip Morely, County Administrator

3/4/11

Date



DOH Contract #

N18867

JOINT PLAN OF RESPONSIBILITIES
INTERAGENCY AGREEMENT
between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
and
JEFFERSON COUNTY PUBLIC HEALTH

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF HEALTH, hereinafter referred to as DOH, and JEFFERSON COUNTY PUBLIC HEALTH, hereinafter referred to as JCPH.

THE PURPOSE OF THIS AGREEMENT is to provide for a joint plan of responsibilities which delineates the responsibilities of DOH and JCPH with respect to the regulation of water systems in Jefferson County pursuant to Chapters 70.119A and 70.116 RCW and Chapters 246-290 and 246-291 WAC. This Agreement replaces the Joint Plan of Operation #N13615 that expired December 31, 2010.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

JCPH and DOH agree to carry out this joint plan of responsibilities as set forth in Exhibit A, Statement of Work; Exhibit B, and Attachment 1, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on **February 10, 2011** and shall terminate on **December 31, 2016** 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.

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.

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 and billings regarding the performance of this Agreement.

The Program Manager for DOH is:

*Denise Miles
DOH Office of Drinking Water
P.O. Box 47823
Olympia, WA 98504-7823
(360) 236-3028*

The Program Manager for JCPH is:

*Susan Porto
Jefferson County Public Health
Castle Hill Center
615 Sheridan
Port Townsend, WA 98368
(360) 385-9404*

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 Environmental Health Division Director 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 dispute. The determination of the Dispute Resolution Board shall be final and binding on the parties hereto.

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 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, if more stringent;
- c. statement of work; and
- d. any other provisions of the agreement, including materials incorporated by reference.

HOLD HARMLESS

The JCPH 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 JCPH or its contractors, or agents, 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 JCPH, or any employees, agents, or elected officials 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, 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 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, if protected from disclosure under chapters 42.56, 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 JCPH 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.

The JCPH 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

DOH and JCPH agree each will maintain books, records, documents and other supporting evidence which provides verification that they have performed their portion of the work as described in the Statement of Work. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly 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. 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

Data and materials generated as a result of this agreement remain the property of the originating party. Materials means all items in any format and includes, but is not limited to: data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions.

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.

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

Jefferson County Public Health

Contracting Officer

Jean Baldwin

By: Jean Baldwin
Title: Director

Date

3/4/11

Date

Approved as to content only:

Denise A Clifford

By: Denise Addotta Clifford
Title: Director, Office of Drinking Water

By:
Title: Chair,
Jefferson County Board of Health

Date: January 10, 2011

Date: _____

APPROVED AS TO FORM ONLY:
ROB MCKENNA
Attorney General

Approved as to form only:

David Albany 3/1/2011

Jefferson Co. Prosecutor's Office

EXHIBIT A STATEMENT OF WORK

GENERAL:

1. Subject to any qualification or clarification provided in the text of this JPR, 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.

2. Unless the context clearly indicates otherwise, the Drinking Water Program Elements Definitions set out in Attachment 1 shall apply to this JPR.

3. It is the intention of the parties that, in general, DOH shall have primary responsibility for the regulation and oversight of all Group A and Group B public water systems in Jefferson County. JCPH shall implement, administer, and enforce the state drinking water regulations consistent with the terms of this agreement.

4. JCPH recognizes that DOH is assigned primary responsibility for all public water systems within Jefferson County. It is the intent of both parties to maintain an open dialogue between agencies in order to keep each other informed of significant policies being developed and actions being taken. To facilitate the open dialogue, the parties shall meet periodically, at least annually, to evaluate the implementation of this agreement and to update the 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 JCPH. As DOH's agent, JCPH shall agree in principle to follow the policies established by DOH.

DEVELOPMENT:

1. JCPH shall enforce the state drinking water regulations consistent with the terms of this agreement. JCPH may develop additional drinking water regulations provided that such local regulations shall not be in conflict with the state drinking water regulations, and further provided that the local regulations shall be at least as stringent as the State regulations. The local regulations shall be reviewed and approved by the Department prior to adoption. DOH shall approve the local regulations so long as they are not in conflict with and are at least as stringent as the state drinking water regulations.

2. JCPH will utilize their local fee schedule in order to defray expenses incurred in carrying out those drinking water functions delegated by the terms of this agreement to the extent authorized under RCW 70.05.060. DOH shall be provided a copy of the fee schedule and all revisions within 30 days of adoption.

3. JCPH may regulate water systems consisting of two residential connections as per JCPH policy statement number 96-01. However, JCPH shall have the authority to "eliminate any or all requirements" as provided in WAC 246-291-030 (3) and Policy Statement Number 96-01, JCPH with respect to two-party systems.

4. JCPH shall not waive any provision of Chapter 246-291 WAC. In acting on a waiver request involving two-party systems, JCPH shall adhere to the requirements of chapter 246-291-060 WAC.

APPROVAL:

1. DOH shall retain responsibility for Water System Plans and Small Water System Management Programs submitted for review and approval pursuant to WAC 246-290-100.

2, 3, & 4. All persons proposing the construction, extension, or improvement of a Group B system or seeking approval of an existing Group B system shall submit copies of all documentation **prepared by a professional engineer** as required under Chapter 246-291, Part II to DOH for review. DOH shall review submissions for completeness and shall notify system proponents of any deficiencies.

As required by RCW 70.119A.060, all new public water systems not owned or operated by an approved Satellite Management Agency pursuant to WAC 246-295 shall be conditioned as outlined in Attachment 2.

Upon review of information submitted for an existing system approval, DOH may place the system into one of the following categories:

- a) **Fully Approved/Adequate.** A fully approved system has been found to be in full compliance with Group B regulations and design criteria and may add services to a specified limit.

- b) **Provisionally Adequate.** A provisionally adequate system complies with all applicable primary MCL and treatment standards and meets a twenty psi minimum pressure requirement under peak hourly flow design condition, but may not be in compliance with other regulatory requirements. A provisionally adequate system is considered satisfactory for its existing services, but may not expand to supply additional services.
- c) **Inadequate.** Any system not identified in (a) or (b) above. The system is considered unsatisfactory and no additional service connections can be made to an inadequate system.

5. JCPH shall have primary responsibility for performing well site inspections for any utility within the County provided such a request has been made in writing and is accompanied by the funds necessary to recover the cost of the inspection. Well site inspections shall be conducted in accordance with Chapter 246-290-130 WAC, and chapter 246-291-100 WAC. For Group A well site inspections, copies of inspection reports will be forwarded.

6. Spring, dug well, potential Groundwater Under the Direct Influence of Surface Water (GWI), GWI and surface water source approvals for all public water systems shall be done by DOH regardless of system size.

7. Adequacy determinations shall be made available by DOH for all public water systems with coordination between DOH and JCPH. This is to help ensure that adequacy determinations are considered as an integral part of the local development review process.

8. DOH and the JCPH shall agree to fulfill their roles and responsibilities as delineated in the utility service review procedures in the Jefferson County Coordinated Water System Plan (JCCWSP) in effect for Jefferson County. In the event of a conflict between the JCCWSP and this JPR, the JCCWSP will take precedence.

JCPH shall coordinate the approval of water systems in conjunction with building permits, conditional use permits, and the plat approval process.

9. DOH will respond to requests from lending institutions and other county or state agencies for information concerning the adequacy and approval status of all public water systems in Jefferson County.

10. The responsibility for wellhead protection programs for Group A and Group B systems shall remain with DOH.

SURVEILLANCE:

1. DOH shall retain primary responsibility for all Group A water system surveillance and enforcement program to ensure compliance with the monitoring requirements of Chapters 246-290 WAC. DOH will notify JCPH of compliance violations.

2. JCPH may utilize any state certified laboratory to perform bacteriological analyses. JCPH shall direct individuals to the Ecology website for finding information on laboratories certified to perform bacteriological analyses.

3. JCPH may utilize any state certified laboratory to perform nitrate analyses. JCPH shall direct individuals to the Ecology website for finding information on laboratories certified to perform chemical analysis.

4. JCPH shall be responsible for submitting required data to DOH for entry into the DOH database and for insuring the accuracy of the data including sampling results and data provided on WFI forms. Copies of any summary reports prepared by DOH relating to water systems in Jefferson County will be supplied to the JCPH. Examples of summary reports could include sample results, WFI information, and other program information.

5. For Group A public water systems, DOH shall retain primary responsibility for conducting sanitary surveys. However, sanitary surveys of small community and noncommunity Group A water systems in Jefferson County that use groundwater sources and have simple treatment or purchase water from another Group A public water system, shall be assigned to JCPH under a separate agreement unless the County lacks qualified staff, fails or is unable to do the work in an agreed period of time. JCPH may also assist DOH in the performance of Special Purpose Investigations (SPI) and technical assistance upon request. The separate agreement currently in place between DOH and JCPH is Consolidated Contract C14950.

6. DOH shall retain the responsibility for responding to water system complaints regardless of system size, JCPH may provide assistance to DOH by making the initial contact, collecting information regarding the complaint, evaluating the complaint and referring the complaint on to the DOH regional offices as necessary. DOH shall provide JCPH with copies of the DOH complaint form to facilitate the tracking of the complaints. Each agency will provide the other with copies of all pertinent correspondence relating to complaints, investigations, and follow-up activities. In the event that the complaint involves illness both agencies shall ensure that the Epidemiology section of the JCPH is notified.

7. WFI information will be updated whenever changes are known to have occurred and each time a sanitary survey is completed. DOH will communicate with JCPH when WFI updates result in a system being reclassified from a Group A to a Group B. Under the separate agreement currently in place between DOH and JCPH, Consolidated Contract C14950, JCPH may perform an SPI prior to system reclassification.

8. While DOH shall retain the responsibility for responding to requests for technical assistance regardless of system size, JCPH may provide assistance to DOH by processing and evaluating all requests for technical assistance, referring on to the DOH regional office as necessary. Each agency will provide the other with copies of all pertinent correspondence relating to technical assistance provided to water system owners and purveyors. DOH will provide technical assistance, as needed, to the JCPH.

9. DOH will direct the investigation of suspected bioterrorism events, security breaches and any contamination events of public water systems. JCPH may participate in such investigations at its discretion.

10. DOH will notify JCPH of illness outbreaks that are potentially related to public water systems when they occur. For complaints coming into JCPH regarding illness related to any public water systems, JCPH will notify DOH.

11. DOH shall retain responsibility for a cross-connection control program for all water systems regardless of size.

COMMUNICATIONS:

1. Both DOH and JCPH shall work together to ensure that there is an effective communications strategy when dealing with drinking water emergencies, security incidents and health risk situations related to water systems in Jefferson County.

TRAINING:

1. Consistent with an MOU dated May 11, 1993 between DOH and the Environmental Health Directors Association, DOH at the request of the JCPH will provide training to JCPH personnel. Training shall include, but is not limited to the implementation of the State Drinking Water Regulations, the Drinking Water data system, technical review of water systems and sanitary surveys. DOH will also provide engineering support and other technical assistance requested by the JCPH.

JCPH will participate in DOH sponsored meetings, workshops, and training sessions that provide technical, as well as a program development training.

ENFORCEMENT:

1. In the event of Monitoring or MCL violations, DOH shall be responsible for insuring that the purveyor shall take the follow-up action as described in WAC 246-290-300, 246-290-320, and 246-291-360 .

2. DOH shall have primary responsibility for enforcement and administrative orders for all Group A public water systems regardless of system size. JCPH shall provide assistance in legal enforcement actions and the JCPH permit process. However, neither party shall proceed with formal legal action against a purveyor without prior consultation with the other party.

3. For primary MCL violations, DOH shall retain responsibility for insuring that the public notification requirements as per WAC 246-290-330 and 246-291-360 are complied with. DOH shall keep JCPH informed of the status of required public notifications. JCPH shall provide assistance to DOH in the issuance of public notifications. DOH will notify Group B public water systems of public notification requirements as per WAC 246-291-360, but will not track public notifications.

4. DOH shall retain primary responsibility for the issuance and lifting of all health advisories for Group A systems in Jefferson County. However, in the event of an emergency, JCPH may issue and lift boil water notices for Group A systems. The criteria to be used shall be as outlined in the DOH policy on the issuance of health advisories. JCPH shall provide assistance to DOH for the issuance and lifting of all health advisories for all Group B systems with a positive e-coli sample. For health advisories issued by JCPH, DOH shall be notified by electronic means of all such orders. For health advisories issued by DOH, JCPH shall be notified by electronic means all such orders.

DATA MANAGEMENT:

1. DOH shall be responsible for maintaining the DOH database, except as delegated through this agreement. JCPH shall have access to the database to obtain information and reports.

**EXHIBIT B
AGENCY RESPONSIBILITY FOR PROGRAM FUNCTION**

Item	Group A			Group B
	Community	NonCommunity NonTransient	NonCommunity Transient	
DEVELOPMENT:				
1. Develop and adopt Standards and Regulations (Ref: page 5)	DOH	DOH	DOH	DOH
2. Fee Schedule (Ref: page 5)	DOH	DOH	DOH	JCPH
3. General Administration (Ref: page 5)	DOH	DOH	DOH	JCPH
APPROVAL:				
1. Water System Plan (New) and Small Water System Management Program and Group B Workbook (Ref: page 5)	DOH	DOH	DOH	DOH
2. Engineering Project Report (New systems)(Ref: page 5)	DOH	DOH	DOH	DOH
3. Construction Documents-Review and approve Plans and Specifications (New) (Ref: page 5)	DOH	DOH	DOH	DOH
4. Approval of existing systems (Ref: page 6)	DOH	DOH	DOH	DOH
5. Well site inspections (Ref: page 6)	JCPH	JCPH	JCPH	JCPH
6. Spring, dug wells, Surface Water and GWI source approvals (Ref: page 6)	DOH	DOH	DOH	DOH
7. Review and establish adequacy of existing water systems to support additional growth. (Ref: page 6)	DOH	DOH	DOH	DOH
8. Coordination Act procedures with local planning and building depts. (Ref: page 6)	DOH/JCPH	DOH/JCPH	DOH/JCPH	DOH/JCPH
9. Wellhead Protection (Ref: page 6)	DOH	DOH	DOH	DOH
SURVEILLANCE:				
1. Sampling program (Ref: page 6)	DOH	DOH	DOH	
2. Bacteriological Analyses (Ref: page 6)	DOH/JCPH	DOH/JCPH	DOH/JCPH	DOH/JCPH
3. Chemical Analyses (Ref: page 6)	DOH/JCPH	DOH/JCPH	DOH/JCPH	DOH/JCPH
4. Data Compilation and Summary Report (Ref: page 6)	DOH	DOH	DOH	JCPH
5. Sanitary Surveys (Ref: page 6)	DOH/JCPH	DOH/JCPH	DOH/JCPH	DOH/JCPH
6. Response to complaints (Ref: page 6)	DOH/JCPH	DOH/JCPH	DOH/JCPH	DOH/JCPH
7. WFI Forms (Ref: page 7)	DOH/JCPH	DOH/JCPH	DOH/JCPH	DOH/JCPH

Item	Community	NonCommunity NonTransient	NonCommunity Transient	
8. Provide Technical Assistance (Ref: page 7)	DOH/JCPH	DOH/JCPH	DOH/JCPH	DOH/JCPH
9. Toxics/Hazardous Waste Investigation (Ref: page 7)	DOH	DOH	DOH	DOH
10. Epidemiological Investigations (Ref: page 7)	DOH/JCPH	DOH/JCPH	DOH/JCPH	DOH/JCPH
11. Cross Connection Control Program (Ref: page 7)	DOH	DOH	DOH	_____
COMMUNICATIONS				
1. Communication Strategy (Ref: page 7)	DOH/ JCPH	DOH/ JCPH	DOH/ JCPH	DOH/ JCPH
TRAINING:				
1. Staff Development and Training (Ref: page 7)	DOH	DOH	DOH	DOH
ENFORCEMENT:				
1. Monitoring and MCL Violations (Ref: page 7)	DOH	DOH	DOH	DOH
2. Initiation and assistance in legal enforcement action. (Ref: page 7)	DOH	DOH	DOH	DOH
3. Public Notification. (Ref: page 7)	DOH	DOH	DOH	DOH
4. Issuance of health advisories (Ref: page 7)	DOH/JCPH	DOH/JCPH	DOH/JCPH	DOH/JCPH
DATA MANAGEMENT				
1. Access to DOH Database (Ref: page 7)	DOH	DOH	DOH	DOH

Notes: DOH/JCPH denotes joint program responsibility for specific program activities.

NOTE: Nothing herein shall preclude DOH or JCPH from taking primary responsibility for an activity or function by mutual agreement, where an emergency exists, or where the primarily responsible party has failed or is unable to act.

**ATTACHMENT 1
DRINKING WATER PROGRAM ELEMENT DEFINITIONS ***

Administration:	Activities necessary to organize and manage the water program, such as regulation development, record keeping, budgeting, supervision, etc.
Complaint Response:	The investigation/evaluation of complaints of unsatisfactory water quality, quantity, management, pressure or service.
Compliance Monitoring:	Review and follow-up activities associated with achieving water system compliance with state/local drinking water regulations.
Construction Review/Approval:	Inspection, review, initial sampling and approval of newly constructed facilities prior to use.
Cross-Connection Control:	A program to prevent/eliminate plumbing arrangements in new or existing systems which could allow backflow to occur, either directly or indirectly.
Coordinated Water System Plan:	The development or administration of a coordinated water system plan in accordance with state/local regulations.
Drinking Water Sanitary Survey:	A comprehensive inspection, review, and evaluation of the facilities, operation, vulnerability and management of a water system.
Enforcement Actions:	Actions taken to correct violations of state/local law regarding water systems. May include formal legal actions, such as Departmental Orders, affidavits, administrative hearings, imposing building moratoria, etc., or informal enforcement actions, such as emergency disinfection, boil orders, etc.
Epidemiology:	The investigation of reported illnesses which are suspected to be related to drinking water.
Groundwater Management Plan:	The development or administration of a groundwater management plan in accordance with state/local regulations.
Laboratory Water Analysis:	The analysis of water quality monitoring samples in a State Department of Health certified water laboratory
Operational Checks:	A review to establish the performance of a water system. Includes review of water quality monitoring data as required by regulation, and evaluation of the satisfactory performance and presence of system components.
Plan Review/Approval:	The review and processing of water supply projects and plans/specifications in accordance with the requirements of state/local law, including coordination with other agencies.
Program Staff Training:	Technical training for Water Program staff.
Public Education:	Public information and educational activities. May include presentations to groups or organizations, press releases, etc., regarding water supplies.
Purveyor/Operator/Industry Training:	Technical training for P./O./I. staff

- Routine Sampling: The regular collection of required water quality monitoring samples from public water systems.
- Source Site Approval: Approval prior to construction or alteration of a water supply, including review of submitted required data, a site evaluation and/or inspection if necessary, and evaluation with respect to applicable state/local regulations.
- Special Purpose Inspection: A limited sanitary survey, which may be done in response to complaints (if appropriate), water quality or source problems, requests for technical assistance, or as part of an enforcement action, for new or existing systems.
- Technical Assistance: Responses to all requests for information and/or assistance from water system purveyors, consumers, or other agencies with regard to water systems which are not included in other categories.
- Water Facility Inventory (W.F.I.): Activities associated with completing or updating the WFI form.
- Water System Designer Licensing: Certification of an individual to design a Group B water system in accordance with state/local requirements

*NOTE: These definitions accepted by the Environmental Health Directors, August 3 & 4, 1989

ATTACHMENT 2 CONDITIONAL APPROVALS

Definitions:

"Available" Satellite Management Agency

A Satellite Management Agency must be approved under WAC 246-295. Once approved, the SMA determines its "availability". For example, an SMA may choose to serve areas within a specific proximity to a central point, may only serve Group A systems, etc.

SMA "complies with financial viability requirements of the department"

SMA must meet all applicable criteria in WAC 246-295-050 and 060.

"Sufficient management and financial resources to provide safe and reliable service"

Group A Community systems = Water System Plan pursuant to WAC 246-290-100

Group B systems = Group B Manual pursuant to WAC 246-291-140

Non Community Systems = nothing at this time

"Operated"

Comprehensively managed and operated as defined in WAC 246-295.

"Periodic review of the system's operational history to determine its ability to meet the department's financial viability and other operating requirements"

Group A Community systems: Must remain in compliance with monitoring requirements, and other elements that impact operating permit and update their financial viability test when requested by the department.

Non community systems: Must remain in compliance with monitoring requirements and other elements that impact operating permit and update their schedule for monitoring requirements when requested by the department.

Group B systems: Must remain in compliance with monitoring requirements and update the financial portion of the Group B manual when requested by the department.

"Reasonable economy and efficiency"

Dealt with in the manner that is we can require a system to hook up to an approved SMA today, future approval of an SMA would use the same criteria and therefore we will assume (at this time) that any new SMAs would be providing the service with "reasonable economy and efficiency" just as the present ones are. That "reasonable economy and efficiency" would be a topic dealt with under appeal, and that since there was an "or" statement as part of the requirement that a water system would have a choice in the matter.

Conditional Approval:

The requirements for conditional approval of a water system where no SMA is available shall be thus:

1. Water systems shall include the following statement in their WSP, covenants, etc.

"Approval of this water system has been conditioned upon the agreement that future management or ownership of the water system shall be provided by a Satellite Management Agency, if such management or ownership can be made with reasonable economy and efficiency, or upon periodic review of the system's operational history to determine its ability to meet the department's financial viability and other operating requirements."

Applicability to 2 Unit Systems:

2 unit connections may be exempted from this law since verbiage was incorporated into the Group B regulations that became effective November 1995.