

PROFESSIONAL SERVICES AGREEMENT
Between
KITSAP PUBLIC HEALTH DISTRICT
And
KITSAP COUNTY HUMAN SERVICES

This Professional Services Agreement ("Agreement") is made and entered into between the Kitsap Public Health District, a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Section 9.52 Kitsap County Code, hereinafter referred to as "District," and Kitsap County Human Services, hereinafter referred to as "Subcontractor." The parties mutually agree as follows:

1. **Period of Performance:** The period of performance of this Agreement shall begin September 1, 2025 and be completed no later than June 30, 2026, unless terminated sooner or extended as provided for herein.
2. **Purpose:** The District requires the expertise of this Subcontractor to develop and implement coordinated tobacco, vapor product, and marijuana intervention strategies to prevent and reduce commercial tobacco, vapor, and marijuana use by youth in Kitsap County.
3. **Qualifications/Eligibility:** Subcontractor shall have the qualifications necessary to successfully complete the objectives of this Agreement. The Subcontractor hereby affirms that he/she is eligible to work in the United States as set forth in the Immigration Reform and Control Act (IRCA).
4. **Statement of Work and Budget:** Subcontractor 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 **ATTACHMENT A**, attached hereto and incorporated herein. **ATTACHMENT A** contains the Scope of Work and Budget.
5. **Compensation:** This Agreement is funded by state funds. The District agrees to pay Subcontractor a total sum of \$10,000 in state funds during this Agreement. The District shall reimburse Subcontractor for travel as applicable at the federally approved rate. Compensation will be based on invoices submitted by Subcontractor itemizing a detailed description of services performed per the agreed upon Scopes of Work and Budgets set forth respectively in **ATTACHMENTS A**.

Subcontractor shall submit a Monthly Expenditure Report and Request for Reimbursement (Form A-19) invoice voucher, hereto attached and herein incorporated as **ATTACHMENT B**, to the District for payment.

6. **Performance Requirements and Notices:** The assigned District staff shall monitor the performance of this Agreement, approve billings submitted by Subcontractor, and determine the acceptability of any reports provided by Subcontractor. District staff shall provide and facilitate assistance and guidance to Subcontractor as necessary.

The District reserves the right to conduct periodic performance and billing reviews after the execution of this Agreement in order to evaluate unspent/unclaimed funds. The District reserves for itself the authority to reallocate funding pending the outcome of such a review.

Subcontractor shall send programmatic communications, such as reports, via the communication method established by the District. Formal notices pursuant to this Agreement shall be sent to the staff responsible for project coordination as follows:

If to the District:

Kitsap Public Health District
Attn: Yolanda Fong
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2275
yolanda.fong@kitsappublichealth.org

If to the Subcontractor:

Kitsap County
Attn: Laura Hyde
614 Division St. MS-23
Port Orchard, WA 98366
(360) 337-4879
lhude@co.kitsap.wa.us

7. **Special Billing Requirements:** Billings to the District shall be submitted no more frequently than every 30 days, and shall be quarterly at a minimum. Billings for services on a monthly fraction of the budget will not be accepted or approved. Billings shall be sent to:

Kitsap Public Health District
Melissa Laird
345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2283

Authorized and allowable program expenditures will be reimbursed upon receipt and approval of the monthly A-19 must be provided to the District by the 15th of each month in order to receive reimbursement for the previous month. If the District does not receive the A-19 by the 15th of the month with the required deliverables, the District may withhold approval and payment at its discretion.

The District will pay Subcontractor all allowable costs incurred as evidenced by proper invoice of Subcontractor submitted to the District on a timely basis, insofar as those allowable and allocable costs do not exceed the amount appropriated or otherwise available for such purposes as stated herein or in subsequent amendments.

Backup documentation will be provided to the District with invoice. Backup documentation can include, but is not limited to: receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports.

Failure to provide the required information may result in nonpayment of invoices or termination of this Agreement.

This is a subcontractor contract. All expenditures incurred, and reimbursements made for performance under this Agreement will be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this Agreement. Unexpended funds in each fiscal year may not be carried forward into the new budget period unless otherwise approved by the District.

Email submission of invoices, electronic reports, and deliverables is encouraged. However, original hardcopy of the A-19 is required and shall be mailed to the District.

Upon expiration of this Agreement, any claim for payment not already made shall be submitted to the District within 20 days after the expiration date.

8. **Independent Capacity:** Subcontractor and its employees or agents who are engaged in the performance of this Agreement shall continue to be employees or agents of Subcontractor and shall not be considered to be employees or agents of the District for any purpose.
9. **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 the District. Data shall include, but not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District maintains all rights to the license to publish, translate, reproduce, modify, deliver, dispose of the data, and to authorize others to do so.
10. **Indemnification:** Subcontractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Subcontractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. However, that in the case of negligence of both the District and the Subcontractor, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Solely for the purposes of this provision, Subcontractor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision will survive the expiration or termination of this Agreement.
11. **Insurance:** Subcontractor shall procure and maintain for the duration of this Agreement, coverage against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subcontractor, its agents, representatives, or employees.

No Limitation. Subcontractor's maintenance of coverage as required by this Agreement shall not be construed to limit the liability of Subcontractor to the coverage provided by such coverage, or otherwise limit the District's recourse to any remedy available at law or in equity.

A. Minimum Scope of Coverage

Subcontractor shall obtain coverage of the types described below:

1. **Automobile Liability** coverage covering all owned, non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** coverage shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an additional insured under

Subcontractor's Commercial General Liability coverage with respect to the work performed for the District.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability coverage appropriate to the Subcontractor's profession. Subcontractor shall provide the District with proof of liability coverage or professional errors and omissions coverage as appropriate.

B. Minimum Amounts of coverage

Subcontractor shall maintain the following coverage limits:

1. Automobile Liability coverage with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident
2. Commercial General Liability coverage shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability coverage shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Coverage Provisions

The coverages are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability coverage:

1. Subcontractor's coverage shall be primary coverage as respect the District. Any coverage maintained by the District shall be excess of Subcontractor's coverage and shall not contribute with it.
2. Subcontractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Coverage

Subcontractor has a memorandum of liability coverage with the Washington Counties Risk Pool, which the District agrees is acceptable.

E. Verification of Coverage

Subcontractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional coverage endorsement, evidencing the coverage requirements of Subcontractor before commencement of the work.

F. Insurance Compliance:

In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the parties understand that the party to this agreement who is a member of such a program is not able to name the other party as an "additional insured" under the liability coverage provided by the joint-insurance program.

12. **Safeguarding of Information and Privacy:** The use or disclosure by any party of any

information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as 45 CFR Parts 160 and 164 and any other applicable federal and state statutes and regulations. Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Subcontractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

Subcontractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information. Any unauthorized access or use of confidential information must be reported to the District Privacy Officer at (360) 728-2232. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

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

Subcontractor shall certify the return or destruction of all personal information upon expiration of this Agreement.

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

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

14. **Written Policies and Procedure/Documents on File:** Written policies and procedures, consistent with federal and state regulations, as applicable, will be kept on file in the office of the Subcontractor and available for review at the request of District staff. Such policies and procedures will include, but not be limited to, as appropriate:

- A. Job Descriptions
- B. Confidentiality Policy
- C. Community Needs Assessment
- D. 5-Year Regional Strategic Plan (includes biennial work plan)

Special Instructions:

- a. Subcontractor must conduct criminal background checks for those staff, volunteer, contractor, or subcontractor working directly with youth (ages 0-17).
- b. Subcontractor must prohibit any staff, volunteer, contractor, or subcontractor with a felony conviction related to their duties from supervising and interacting with minors while performing the duties of this Agreement. This requirement is consistent with existing RCW 9.96A.020.

In addition, Subcontractor will keep on file and make available for review by District staff documents consistent with federal and state regulations that will include but are not limited to the latest agency audit and Subcontractor agreements. Subcontractor will include these requirements in all approved subcontracts.

15. **Required Reports:** Subcontractor will submit required reports using required forms according to procedures issued by the District.

Subcontractor will be obligated to submit required reports after the close of the contract period, during the transfer of obligations to another contractor, or upon termination of the contract for any reason.

Subcontractor will include all requirements listed above in all approved subcontracts.

Due dates outside the Budget Period are for reporting only. Subcontractor may not bill for work done outside the Budget Period.

16. **Statutory and Regulatory Compliance:** Subcontractor shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
17. **Compliance with State and Federal Confidentiality Laws:** Subcontractor shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of RCW 70.02, RCW 42.56, the Health Information Portability and Accountability Act, commonly known as HIPAA, or any regulations enacted pursuant to its provisions.
18. **Suspension of Performance and Resumption of Performance:** In the event contract funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the District may give notice to Subcontractor to suspend performance as an alternative to termination. The District may elect to give written notice to Subcontractor to suspend performance when the District determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may occur by facsimile or email to Subcontractor's representative. Subcontractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other party of any conditions that may reasonably affect the potential for resumption of performance.

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

19. **Non-Discrimination:** Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, sexual preference, or the presence of any sensory mental or physical handicap.
20. **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 his Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.
21. **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 District, which consent shall not be unreasonably withheld.
22. **Amendments and Changes in Work:** This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.

In the event of any errors or omissions by Subcontractor in the performance for any work required under this Agreement, Subcontractor will make all necessary corrections without additional compensation. All work submitted by Subcontractor will be certified by Subcontractor and checked by Subcontractor for errors and omissions. Subcontractor will continue to be responsible for the accuracy of work even after the work is accepted by the District.

23. **Termination:** This Agreement may be terminated by either party upon giving at least 30 days advance written notice 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.
24. **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 part to the other.

25. **Termination for Funding:** If funding for this Agreement or matter is withdrawn, reduced or limited in any way after this Agreement is signed or becomes effective, the Parties may summarily terminate this Agreement notwithstanding any other termination provision in this Agreement. Termination under this provision will be effective upon the date specified in the written notice of termination. No costs incurred after the effective date of the termination will be paid.
26. **Choice of Law:** This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and applicable federal laws, both as to its interpretation and performance. The provisions of this Agreement shall be construed to conform to those laws. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
27. **Dispute Resolution:** In the event that a dispute or conflict arises under this Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by both parties, and each party shall appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties hereto. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
28. **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.
29. **Survival:** Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of this Agreement shall so survive. Those provisions include, but are not necessarily limited to, the following: Indemnification, Termination, Disputes, Confidentiality, Choice of Law, Waiver, Records Inspection and Retention, and Severability.
30. **Subcontracting:** Subcontractor shall not enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of the District. In no event shall the existence of the subcontract operate to release or reduce the liability of Subcontractor to the Department for any breach in the performance of Subcontractor's duties. This clause does not include contracts of employment between Subcontractor and personnel assigned to work under this Agreement.

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

If at any time during the progress of the work, the District determines in its sole judgment that any contractor is incompetent, the District shall notify Subcontractor, and Subcontractor shall take immediate steps to terminate its Subcontractor's involvement in the work. The rejection or approval by the District of any Subcontractor or the termination of a Subcontractor shall not relieve Subcontractor of any of its responsibilities under this Agreement, nor be the basis for additional charges to the District.

31. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

KITSAP PUBLIC HEALTH DISTRICT

By: Yolanda Fong
Yolanda Fong (No. 2, 2019-07-17, 38 PST)
Yolanda Fong, Administrator

Date: 12/02/2025

KITSAP COUNTY

By: Board of County Commissioners
Kitsap County, Washington

[Signature]

Oran Root, Chair

NOT PRESENT

Katherine T. Walters, Commissioner

[Signature]

Christine Rolfes, Commissioner

Date: 2/23/26

ATTEST:

[Signature]
Dana Daniels, Clerk of the Board



Funding Source
Program: CH Contract/Grant: DOH Con Con CLH32054 (KPHD 2441)

ATTACHMENT A – SCOPE OF WORK AND BUDGET
Kitsap County Health & Human Services
September 1, 2025- June 30, 2026

As a subrecipient of KPHD under the Washington Department of Health funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Kitsap County Health and Human Services agrees to the following activities funded in full or part by the associated budget.

Activity	
Implementation	<p><i>Kitsap Health & Human Services 2025-2026 Strategy for Youth Cannabis & Commercial Tobacco Prevention:</i></p> <ul style="list-style-type: none">• Youth Empowerment & Engagement <p>This contract will provide funding for staff salary and benefits to assist in the planning, implementation, and evaluation for the Kitsap Youth Forum. Please refer to the workplan for guidance. Workplans are subject to change. Any changes will be approved by both parties.</p>
Midterm Evaluation	<p>By February 1, 2026, report progress to YCCTPP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a mid-year workplan re-evaluation.</p>
Invoicing	<p>Submit quarterly invoices by the 20th of the month following the month in which costs were incurred. Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.</p>

Budget September 1, 2025 – June 30, 2026

DCA	Cost	Description
Staffing Costs	\$10,000	Staffing costs for delivery of activities
	\$	
	\$	
	\$	
	\$	
Total Kitap Health & Human Services	\$10,000	

Funding Source

Chart of Accounts Program Name or Title	BARS Code	9/1/25 – 6/30/26
SFY26 DEDICATED CANNABIS ACCOUNT (DCA)	334.04.93	\$10,000
Total to Kitsap County = \$10,000		

FORM A 19-1A (Rev. 1/91)		STATE OF WASHINGTON INVOICE VOUCHER	Attachment B				Page A-11							
AGENCY NAME			AGENCY NO.	LOCATION CODE	P.R. OR AUTH NO.									
Kitsap Public Health District Attn: Melissa Laird 345 6th St, Suite 300 Bremerton, WA 98337-1866			INSTRUCTION TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.											
VENDOR OR CLAIMANT (Warrant is to be payable to)			VENDOR'S CERTIFICATE. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age.											
FEDERAL I.D. NO. OR SOCIAL SECURITY NO.			RECEIVED BY			DATE RECEIVED								
DATE	DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	AMOUNT	FOR AGENCY USE							
	Services provided in performance of contract													
	Billing period: _____ to _____													
	Total Tobacco Expenses													
	YMPEP Expenses													
TOTAL DUE:						\$ -								
PREPARED BY		TELEPHONE NUMBER	DATE		AGENCY APPROVAL		DATE							
DOC. DATE	PMT DUE DATE	CURRENT DOC. NO.		REF. DOC. NO.	VENDOR NUMBER	VENDOR MESSAGE USE TAX	UBI NUMBER							
REF	TRAN	M	MASTER INDEX		SUB	WKCLAS COUNT CITY		AMOUNT	INVOICE NUMBER					
DOC	SUF	D	FUND	APPN	PROGRAM	SUB	SUB	ORG	BDGT	CITY	SUB	PRO.		
				INDEX	INDEX	OBJ	SUB	INDEX	ALLOC	UNIT	MOS	PRJT	PRJ	PH
ACCOUNTING APPROVAL FOR PAYMENT								DATE	WARRANT TOTAL	WARRANT NO.				

2490 KITSAP COUNTY YCCTP (2025-2026)

Final Audit Report

2025-12-02

Created:	2025-12-01
By:	april fisk (april.fisk@kitsappublichealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzzqw4-xpFAOzmcCXpe0ccbW2-3pbmDUW

"2490 KITSAP COUNTY YCCTP (2025-2026)" History

-  Document created by april fisk (april.fisk@kitsappublichealth.org)
2025-12-01 - 6:49:11 PM GMT
-  Document emailed to yolanda.fong@kitsappublichealth.org for signature
2025-12-01 - 6:49:17 PM GMT
-  Email viewed by yolanda.fong@kitsappublichealth.org
2025-12-02 - 3:50:40 PM GMT
-  Signer yolanda.fong@kitsappublichealth.org entered name at signing as Yolanda Fong
2025-12-02 - 3:51:36 PM GMT
-  Document e-signed by Yolanda Fong (yolanda.fong@kitsappublichealth.org)
Signature Date: 2025-12-02 - 3:51:38 PM GMT - Time Source: server
-  Agreement completed.
2025-12-02 - 3:51:38 PM GMT



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- Entity Information
- Federal Hierarchy
- Wage Determinations

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

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