



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, April 6, 2021 – 9:00 a.m.

****ATTENTION****

In response to the current Governors order Clallam County has moved Phase 3 of the Healthy Washington Roadmap to Recovery Plan. To be in compliance with the Healthy Washington Roadmap to Recovery Plan the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

1. All attendees are encouraged to provide contact information on a sign in sheet which will be retained
for 28 days for contact tracing purposes.
2. Public seating areas and Board member seating must be arranged to ensure physical distancing is maintained.
3. Meeting attendees must wear a proper face covering and maintain six feet of physical distance between other persons.
4. No food or drink should be consumed in the BOCC Board Room.
5. Meeting organizers shall clean or arrange to have cleaned high-touch surfaces before and after each meeting.
6. Hand sanitizing stations will be available in the BOCC Board Room.
7. Keep doors and windows open where possible to improve ventilation.
8. The Chair of the meeting shall ensure masking and social distancing practices are enforced and practices by all event attendees.

This meeting can be viewed on a live stream at this link:
<http://www.clallam.net/features/meetings.html>

If you would like to participate in the meeting via BlueJeans audio only, call 408-419-1715 and join with Meeting ID: 875 561 784

If you would like to participate in the meeting via BlueJeans video conference, visit www.bluejeans.com and join with Meeting ID: 875 561 784

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Modification added 4/2/21 

PUBLIC COMMENT FOR AGENDA ITEMS – Please limit comments to three minutes

CONSENT AGENDA – Any Commissioner may remove items for discussion

- 1a. Approval of vouchers for the week of March 29

Approval of vouchers 

- 1b. Approval of minutes for the week of March 29

Approval of minutes 

- 1c. Letter to Natural Resources Conservation Service regarding the Dungeness Off-Channel Reservoir Project

Letter 

- 1d. Proclamation recognizing April 6, 2021 as National Service Recognition Day

Proclamation 

ADMINISTRATION

- 1e. Letter of Support for Jamestown S’Klallam Tribe - Traffic Calming and Pedestrian Safety in Blyn, Washington

Letter of support 

REPORTS AND PRESENTATIONS

HEARING(S) – Beginning at 10:30 a.m.

- H1. Charter Review Recommendation Hearings:

- 1) Consider an Ordinance ensuring franchises comply with the National Environmental Protection Act (NEPA)
- 2) Consider a resolution calling on the state legislature to pass legislation, which would enable the County (and other Jurisdictions in the state) to adopt ranked-choice voting for local elections, if they so choose

Charter Review Recommendations 

CONTRACTS AND AGREEMENTS

- 2a. Contract amendment 1 with Morningside for Developmental Disabilities

Contract amendment 1 

- 2b. Contract amendment 1 with Pierce, Jones & Associates for Developmental Disabilities

Contract amendment 1 

- 2c. Contract amendment 1 with Concerned Citizens for Developmental Disabilities

Contract amendment 1 

- 2d. Agreement with Peninsula Daily News for legal advertising

Agreement 

ADMINISTRATION

- 3a. Resolution and form for designation of the Associate Development Organization
- 3b. Resolution regarding Peninsula Housing Authority
- 3c. Notice of hearing to be held Tuesday, April 20, 2021 at 10:30 a.m. for amending Clallam County Policy 952- Boards and Committees

PUBLIC COMMENT – Please limit comments to three minutes

EXECUTIVE SESSION

The Board may recess into Executive Session to consider employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate, or other matters per RCW 42.30.110

The following meetings are scheduled for the Board of Commissioners April 5 - 9

Monday, April 5:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual COVID Update

Tuesday, April 6:

10:00 a.m. Board Meeting

10:30 a.m. Hearing(s) - See Agenda

Wednesday, April 7:

6:30 p.m. North Olympic Land Trust Dinner

Friday, April 9:

10:00 a.m. COVID-19 Briefing

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.
- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.
- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

These guidelines are intended to promote an orderly system for conducting a public hearing so that each person has an opportunity to be heard and to ensure that exercising their right of free speech embarrasses no one.

Note: Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board. Copies of public documents from Board meetings are available by contacting the Public Records Department.

MEMORANDUM

LONI GORES
Clerk of the Board

April 2, 2021



TO: Board of Commissioners, Administrator Sill

RE: Work Session and Regular Agenda Modification(s)

FILE: A14.09.18

- The following item is added to the April 5 Work Session:

BOARD OF COMMISSIONERS

- 10 Letter of Support for Jamestown S'Klallam Tribe - Traffic Calming and Pedestrian Safety in Blyn, Washington

- The following item is added to the April 6 Regular Agenda:

CONSENT AGENDA

- 1e Letter of Support for Jamestown S'Klallam Tribe - Traffic Calming and Pedestrian Safety in Blyn, Washington



19
4/6/21

Date of report: March 31, 2021

General	\$106,706.81
Other	\$474,377.60
Total	\$581,084.41

STATE OF WASHINGTON)
)
County of Clallam)

This is to certify that the foregoing Final Check Lists a.k.a., Register of Warrants for the period herein indicated, is a full, true, and correct representation of the corresponding payments for services rendered to and supplies and equipment received by all Clallam County government operations as recorded in the books or original entry maintained by this office.

WITNESS MY HAND AND OFFICIAL SEAL THIS 17 DAY OF NOVEMBER 2021.

SHOONA RIGGS COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the services and merchandise herein specified have been received and that the claims listed and numbered above are hereby approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

BILL PEACH

RANDY JOHNSON

RICH SILL (Interim County Administrator)

Weekly Expenditures

March 29 - April 2, 2021

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.221	Auditor	48.99			
00100.241/291	Commissioners (BOCC)	229.28			
19914.291	BOCC - Veterans Relief		1,850.00		
00100.331-334	Dept. of Community Develop't (DCD)	3,550.00			
11301.511	Health & Human Services (HHS)		51,075.83		
00100.511	HHS - Environmental Health	447.76			
00100.513	HHS - Admin	23.63			
11322.511	HHS - Homeless Task Force		4,913.07		
11323.511	HHS - Chem Dep/Mental Hlth		13,752.03		
11324.511	HHS - Affordable Housing		3,090.76		
11331.511	HHS - Developmental Disabilities		3,610.00		
00100.461	Human Resources (HR)	2,199.44			
50401.461	HR - Risk Management		57,860.54		4,363.31
50501.461	HR - Workers Compensation		845.87		
00100.411	Information Technology (IT)	2,922.80			
30701.411	IT - Capital Projects		6,745.60		
00100.851	Juvenile Services	3,313.01			
11401.821	Law Library		409.38		
00100.911/912	Parks Fair Facilities (PFF)	2,057.56			
00100.841-843	Prosecuting Attorney	16,011.09			
11701.841	Pros Atty - Local Crime Victim		1,388.80		
	Public Works (PW)				
10101.611	PW - Roads		176,158.79		
41401.611	PW - Clallam/Seki Sewer		112,337.28		
42401.611	PW - Carlsborg Sewer		521.05		
43401.611	PW - Bullman Beach Water System		641.49		
50301.611	PW - ER&R (Equip't Rental & Revolving)		31,309.32		
00100.811-815	Sheriff	63,315.36		121.44	
00100.816	Sheriff - Jail Medical	2,170.30			
11003.811	Sheriff - Boating Safety		43.61		
11004.811	Sheriff - VRF Boating Program		1,106.54		
11065.811	Sheriff - OPSCAN Operations		834.33		
	Superior Court				
12905.861	Superior Court - Dispute Resolution		1,000.00		
12911.861	Superior Court - Courthouse Facilitator		520.00		
00100.231	Treasurer	10,296.15			
Total		106,585.37	470,014.29	121.44	4,363.31

Report Reconciliation		Totals			
Total	576,599.66	General Fund	106,706.81		
Final Check Lists	576,599.66	Other	474,377.60		
Difference	-	Total	581,084.41	Use Tax	4,484.75

COPY

Prepared by: _____

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
4/1/2021	HAM RADIO OUTLET, INC.	P1-365409	jkoon	1,379.95	121.44	1,379.95
4/1/2021	NEOGOV	INV-15709	tsulleng	49,583.04	4,363.31	49,583.04
Totals:				50,962.99	4,484.75	50,962.99

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	4/6/2021	0001113	OFFICE DEPOT, INC	161443563001	3/8/2021	MONEY TRAY AND STAPLES	48.99
Sub total for U S BANK:							48.99

0.*
48.99+
81.26+
3,550.00+
76,913.08+
60,905.85+
148.02+
9,668.40+
3,313.01+
409.38+
2,057.56+
17,399.89+
31,309.32+
176,158.79+
113,499.82+
65,299.84+
2,170.30+
1,520.00+
10,296.15+
1,850.00+
576,599.66*
0.*

apChkLst
03/29/2021 1:50:32PM

Final Check List
CLALLAM COUNTY

BOCC

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	4/6/2021	0001113	OFFICE DEPOT, INC				
			157030737001	3/24/2021	PAPER, POST IT NOTES, DISI	75.40	
			159112691001	3/24/2021	PAPER	32.63	
			157030737002	3/24/2021	NOTE PAD	5.86	
			159090951001	3/24/2021	CREDIT - PAPER NOT RECEI\	-32.63	81.26
Sub total for U S BANK:							81.26

apChkLst
03/29/2021 1:55:12PM

Final Check List
CLALLAM COUNTY

DCD

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	4/6/2021	0033438	AHBL INC	124296	2/28/2021	G20 TASK 4 \$862.50 TASK 5 \$	1,950.00	1,950.00
	4/6/2021	0044984	CABLE, RICHARD	REF 2-25-21	3/10/2021	REFUND LDV2021-00006	1,600.00	1,600.00
Sub total for U S BANK:							3,550.00	

Final Check List
CLALLAM COUNTY

HHS

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/6/2021	0035803	PHENOVA INC	279958	3/9/2021	WLAB-WATER TESTING	381.76	381.76
4/6/2021	0044906	TELENICK, ED	REFUND-03122	3/12/2021	OSS-EH BOUNDARY LINE RE	66.00	66.00
4/6/2021	0001113	OFFICE DEPOT, INC	162339370001-1	3/9/2021	HADM - OFFICE SUPPLIES	23.63	23.63
4/6/2021	0000196	BILLS PLUMBING & SANIKAN	IS3601033	3/20/2021	HOPS - SANIKAN FOR 3/20-4/	300.00	300.00
4/6/2021	0034728	CONTROL SOLUTIONS INC	CS206638	3/8/2021	HOPS - 2-POINT REFRIGERA	65.11	65.11
4/6/2021	0000546	EXPRESS SERVICES, INC	25125055	3/9/2021	HOPS - PUBLIC HEALTH MED	4,054.05	4,054.05
4/6/2021	0042813	LAW, LISA	BT LL 3-18-21	3/23/2021	HOPS - BUSINESS MILEAGE -	158.48	158.48
4/6/2021	0016427	MCKESSON MEDICAL-SURGI	18077480	3/12/2021	HOPS - MEDICAL SUPPLIES	84.07	
			18078151	3/12/2021	HOPS - MEDICAL SUPPLIES	27.31	111.38
4/6/2021	0040427	NORPOINT GROUP LLC	1156 NPG	3/21/2021	HOPS - SDC SECURITY SERV	4,102.00	4,102.00
4/6/2021	0001113	OFFICE DEPOT, INC	162331465001	3/9/2021	HOPS - OFFICE SUPPLIES	342.68	
			162335201001	3/9/2021	HOPS - OFFICE SUPPLIES	36.54	
			162339370001	3/9/2021	HOPS - OFFICE SUPPLIES	31.04	
			162335204001	3/9/2021	HOPS - OFFICE SUPPLIES	21.75	
			162335202001	3/9/2021	HOPS - OFFICE SUPPLIES	20.55	452.56
4/6/2021	0001127	OLYMPIC COMMUNITY ACTIO	02-21-299-315	3/17/2021	HOPS - SDC STAFFING - FEB	41,355.74	41,355.74
4/6/2021	0001508	STERICYCLE, INC	3005486261	3/15/2021	HOPS - SYRINGE DISPOSAL	311.78	
			3005481341	3/8/2021	HOPS - SYRINGE DISPOSAL	164.73	476.51
4/6/2021	0000396	CONCERNED CITIZENS, FOR	11322-19-CC 2-2	3/9/2021	HTF - 4 WALLS FOR ALL - FEE	2,484.00	2,484.00
4/6/2021	0000591	FORKS ABUSE PROGRAM	11322-19-FAP 1-	3/9/2021	HTF - DOMESTIC VIOLENCE I	1,113.40	1,113.40
4/6/2021	0000723	HEALTHY FAMILIES OF CLALL	11322-19-HF 2-2	3/9/2021	HTF - SAFELY HOME/HOUSIN	1,315.67	1,315.67
4/6/2021	0001509	CORDANT HEALTH SOLUTION	TC-9901210228	2/28/2021	CD/MH - LIFT COURT - FEBRU	426.99	426.99
4/6/2021	0000577	FIRST STEP FAMILY SUPPOR	11323-21-FSFSC	3/9/2021	CD/MH - PARENTS AS TEACH	6,530.05	6,530.05
4/6/2021	0021279	KITSAP COUNTY HEALTH DIS	KPHD 3-5-21 2	3/5/2021	CD/MH - CD/MH SERVICES - F	1,040.00	1,040.00
4/6/2021	0001209	PENINSULA BEHAVIORAL HEA	11323-21-PBH-F	3/9/2021	CD/MH - PATH OUTREACH SE	1,114.99	1,114.99
4/6/2021	0001763	WEST END OUTREACH	11323-21-WEO	3/8/2021	CD/MH - BEHAVIORAL HEALT	4,640.00	4,640.00
4/6/2021	0000591	FORKS ABUSE PROGRAM	11324-19-FAP 1-	3/9/2021	AH - EMERGENCY SHELTER	224.09	224.09
4/6/2021	0000723	HEALTHY FAMILIES OF CLALL	11324-19-HF 2-2	3/9/2021	AH - EMERGENCY HOUSING	2,866.67	2,866.67
3/30/2021	0000396	CONCERNED CITIZENS, FOR	11331-20-CCEC	3/1/2021	DDD - ENHANCED CHILDFIN	2,050.00	2,050.00
3/30/2021	0017530	PIERCE JONES & ASSOCIATE	PJA SSD 02-21	3/17/2021	HOPS - SSD - FEBRUARY 202	1,560.00	1,560.00
Sub total for U S BANK:							76,913.08

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/6/2021	0001113	OFFICE DEPOT, INC	160095427001	3/24/2021	INV 160095427001	115.94	
			160094919001	3/24/2021	INV 160094919001	27.84	143.78
4/6/2021	0001179	PACIFIC OFFICE EQUIPMENT	1076628	3/24/2021	INVOICE 1076628	729.93	729.93
4/6/2021	0005337	WCAA	53648342	3/24/2021	REF # 53648342	50.00	50.00
4/6/2021	0034245	CASTLE BRANCH INC	0779826-IN	3/24/2021	INVOICE 0779826-IN	52.50	52.50
4/6/2021	0042558	NEOGOV	INV-15709	3/24/2021	INV-15709	49,583.04	
			INV-19201	3/24/2021	INV-19201	2,121.60	51,704.64
4/6/2021	0042617	PROFESSIONAL DEVELOPME	INV-11851	3/24/2021	INV-11851	8,225.00	8,225.00
Sub total for U S BANK:							60,905.85

apChkLst
03/30/2021 3:32:26PM

Final Check List
CLALLAM COUNTY

HR Payroll

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	4/6/2021	0001717	STATE OF WASHINGTON DRS1444014	3/29/2021	OASI ADMINISTRATIVE FEE 2	148.02	148.02
Sub total for U S BANK:							148.02

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/6/2021	0000084	ANGELES COMMUNICATIONS	33643	3/25/2021	IT20210225A - PHONE LINES	163.20	163.20
4/6/2021	0000289	CDW GOVERNMENT, INC.	9606293	3/25/2021	IT202103030B - NUTANIX ENC	6,745.60	6,745.60
4/6/2021	0001156	OLYPEN INC	210325-0036	3/25/2021	CLALLAM DIA - FIBER TO PUI	80.00	
			210322-0105	3/25/2021	CLALLAM DSL - MODEM REN	26.00	106.00
4/6/2021	0004211	CENTURYLINK	3604574863-032	3/25/2021	JUVIE FAX LINES (3)	282.03	
			3604574397-032	4/1/2021	JUVIE COURTROOM FAX	66.61	
			3604576843-032	3/25/2021	JUVIE PHONE SWITCH	60.18	
			3604570323-032	3/25/2021	PA SHOP PHONE SWITCH	60.18	
			3604579810-032	3/25/2021	PUBLIC DSL	48.00	517.00
4/6/2021	0041386	FRESCHÉ SOLUTIONS USA C	CI-00012636	3/25/2021	IT20210316A - WEBSMART AN	1,980.36	1,980.36
4/6/2021	0041798	BUDD, JOSHUA	032421-JB	3/25/2021	IT20210324C - MILEAGE REIN	156.24	156.24
Sub total for U S BANK:							9,668.40

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/6/2021	0000628	GALLS LLC	017814059	3/5/2021	UNIFORMS & CLOTHING	140.35	
			017805311	3/4/2021	UNIFORMS & CLOTHING	127.30	
			017814088	3/5/2021	UNIFORMS & CLOTHING	116.52	
			017810276	3/5/2021	UNIFORMS & CLOTHING	54.39	
			017847545	3/10/2021	UNIFORMS & CLOTHING	42.11	
			017583484CR	2/3/2021	UNIFORMS & CLOTHING	-97.92	382.75
4/6/2021	0000706	HANSENS TROPHY	15954	3/18/2021	AWARDS AND RECOGNITION	64.74	64.74
4/6/2021	0000815	JIM'S PHARMACY	431205	3/23/2021	MED SUPPLIES	311.17	
			523105	3/23/2021	DET SUPPLIES	30.33	341.50
4/6/2021	0001113	OFFICE DEPOT, INC	161586097002	3/11/2021	OFFICE SUPPLIES	17.56	
			161586097003	3/12/2021	OFFICE SUPPLIES	10.79	28.35
4/6/2021	0001140	OLYMPIC PRINTERS INC	27536	3/18/2021	DET SUPPLIES	75.07	75.07
4/6/2021	0001426	SEQUIM, CITY OF	CITYOFSEQUIM	3/23/2021	RESTITUTION	170.00	170.00
4/6/2021	0003970	SAFEWAY	SAFEWAY72320	3/22/2021	RESTITUTION	6.29	6.29
4/6/2021	0017787	DAIRY FRESH FARMS INC	8082107812	3/19/2021	DET FOOD	32.56	32.56
4/6/2021	0028699	SOUND PUBLISHING INC	PDN920897	3/3/2021	ADVERTISING-LEGAL NOTICI	218.04	
			PDN920996	3/3/2021	ADVERTISING-LEGAL NOTICI	189.60	407.64
4/6/2021	0041147	AMERIGAS PROPANE LP	3119496101	3/12/2021	UTILITIES	1,706.13	1,706.13
4/6/2021	0041605	HOME DEPOT PRO	605214873	3/11/2021	DET SUPPLIES	84.54	84.54
4/6/2021	0044908	MANNING, JAN	22821JM	3/18/2021	CAP VOL-MILEAGE	13.44	13.44
Sub total for U S BANK:							3,313.01

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/6/2021	0000907	LEXISNEXIS	3093109672	3/17/2021	LEXIS ADVANCE SHEPARDS (	286.00	286.00
4/6/2021	0001179	PACIFIC OFFICE EQUIPMENT	1074356	2/17/2021	COPY PAPER & PACKAGING	68.98	
			1075261	3/3/2021	COPIER SERVICE MARCH	54.40	123.38
Sub total for U S BANK:							409.38

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	4/6/2021	0000091	ANGELES MILLWORKS & LUM284600	3/25/2021	CH DRIPLESS CAULK AND GL	50.82	
			284536	3/25/2021	CH NUTS WASHERS ACRYLIC	46.49	
			284055	3/25/2021	JUV FASTENERS MASONRY &	12.29	109.60
	4/6/2021	0000561	FERGUSON ENTERPRISES IN9127741-1	3/25/2021	CH WATER VALVE BOX	193.29	193.29
	4/6/2021	0000677	GRAINGER INC 9842385305	3/25/2021	JUV LEVELING GLIDES FELT	52.90	52.90
	4/6/2021	0000714	HARTNAGEL BLDG SUPPLY IN816659	3/25/2021	CH BLADE FOR FLOOR TILES	44.55	
			816888	3/25/2021	CH EPOXY NUTS AND WASHI	19.64	
			816860	3/25/2021	CH MORTAR MIX BOLTS WAS	9.91	74.10
	4/6/2021	0001083	OLYMPIC PEN VISITOR BURE.8151	3/25/2021	SC DRA ADVERT WA SCENIC	975.00	975.00
	4/6/2021	0001253	PORT ANGELES SOLID WAST976497	3/25/2021	CH DUMP FEES	65.95	65.95
	4/6/2021	0001258	PORT ANGELES POWER EQU97960669	3/25/2021	SMPK (6) 2.5 GAL MIX OIL	36.87	36.87
	4/6/2021	0001540	SWAIN'S GENERAL STORE IN284890	3/25/2021	CH PVC PIPE COUPLERS CEI	47.14	
			284905	3/25/2021	SC ELECT ADAPTER, DISPOS	25.91	
			284799	3/25/2021	CH CLEAR CAULT FOR ELEV/	23.87	
			284798	3/25/2021	CH TARP	18.46	
			284892	3/25/2021	CH COPPER FITTINGS	4.09	
			284920	3/25/2021	SC ELECT ADAPTER CREDIT	-12.99	106.48
	4/6/2021	0027917	COMMERCIAL REPAIR 263268	3/25/2021	JUV KITCHEN REFRIGERATIC	135.99	135.99
	4/6/2021	0041504	IML SECURITY SUPPLY 2808678	3/25/2021	CH COREMAX KEYS	59.62	59.62
	4/6/2021	0041765	CALL LUKE LLC 2002021	3/25/2021	JAIL KITCHEN RODENT TRAP	139.26	
			5001021	3/25/2021	JUV PERIMETER PEST SPRA	108.50	247.76
Sub total for U S BANK:							2,057.56

Prosecutor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/6/2021	0000546	EXPRESS SERVICES, INC	25125069	3/25/2021	EXPRESS	3,169.70	3,169.70
4/6/2021	0001136	OLYMPIC MEDICAL CENTER	97120505721306	3/25/2021	OMC	225.00	
			97120455200106	3/25/2021	OMC	225.00	450.00
4/6/2021	0001252	PORT ANGELES, CITY OF	74359-155474 3	3/25/2021	CITY OF PA UTILITIES	283.19	283.19
4/6/2021	0002592	SKAGIT COUNTY SHERIFF	21-0131	3/25/2021	PERSONAL SERVICE	39.36	39.36
4/6/2021	0004037	HARPER RIDGEVIEW CHAPEL	FEBRUARYBILL	3/25/2021	CORONER	6,870.00	6,870.00
4/6/2021	0039815	SUTHERLAND, ROCHELLE	SUTHERLAND3	3/25/2021	MILEAGE REIMBURSEMENT	38.64	38.64
4/6/2021	0041230	LEGAL FILES SOFTWARE INC	12864	3/25/2021	LEGAL FILES	6,549.00	6,549.00
Sub total for U S BANK:							17,399.89

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/6/2021	0000056	ALPINE PRODUCTS INC	TM-200449	3/18/2021	P.rods,d.nozzles,needles,o-ring	4,191.65	4,191.65
4/6/2021	0000099	A-1 AUTO PARTS	1313150	3/18/2021	Mudflap - SQ 905	44.60	44.60
4/6/2021	0000172	BAXTER A/P OFFICE	15-726601	3/25/2021	31A CCA 950 - PA 1063	423.99	
			15-726111	3/22/2021	PA Stores/Wiper blades	107.49	531.48
4/6/2021	0000175	BEAR CAT MFG INC	110971	3/19/2021	Tri valve ASM, o-ring kit, etc. - F	2,955.54	2,955.54
4/6/2021	0000772	INDUSTRIAL HYDRAULICS INC	A333273	3/9/2021	Repack/paint fluid section - PA	373.18	
			A333379	3/15/2021	Hose live swivels - PA 617	217.93	591.11
4/6/2021	0000848	PAPE KENWORTH NORTHWE	10520970	3/17/2021	Kit-Input seal - PA 242	50.27	50.27
4/6/2021	0001187	PAPE MACHINERY INC	12573868	3/17/2021	Lock nuts, cap screws,bearings	420.03	
			12557825	3/10/2021	V-belts - PA FG173, SCP120	347.24	767.27
4/6/2021	0001255	PRICE FORD LINCOLN MERCI	666726/1	2/27/2021	Cooling fan repair - PA 160	563.41	
			5037450	3/17/2021	Gasket, tube asy, nuts - PA S34	338.54	
			666739/2	2/24/2021	LOF, tire rotate, inspections - P	63.10	965.05
4/6/2021	0001300	PUBLIC UTILITY DISTRICT	21685/03232021	3/23/2021	Electric utility charges - LC	825.97	825.97
4/6/2021	0001551	TACOMA SCREW PRODUCTS	14402953	3/18/2021	Blaster p.catalyst, flap wheels-F	241.66	
			14402952	3/18/2021	TSP Flap discs,washers,c.screws	117.46	
			14397994	2/2/2021	Brass fittings - PA 20838	7.62	366.74
4/6/2021	0002237	ASSOCIATED PETROLEUM, IN	309889-IN	3/15/2021	Unleaded fuel purchase - CH	7,109.30	
			309892-IN	3/15/2021	Unleaded fuel purchase - PA	4,879.16	11,988.46
4/6/2021	0004211	CENTURYLINK	0420753B/03162	3/16/2021	Phone services - ER&R 20-FIC	311.59	311.59
4/6/2021	0006886	SYSTEMS FOR PUBLIC SAFE	139511	3/23/2021	Strobe light, reflector - PA S33	224.41	224.41
4/6/2021	0017663	ARAMARK UNIFORM SVCS IN	1992114859	2/11/2021	Laundry services - SQ	16.32	
			512000016899	3/18/2021	Laundry services - SQ	16.32	
			512000016873	3/18/2021	Laundry services - WE	16.28	48.92
4/6/2021	0019701	CONSTRUCTION PARTS	31378	3/17/2021	PA Stores/ Tube Brooms	3,790.14	3,790.14

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/6/2021	0022435	RACE STREET AUTO PARTS	526796	3/18/2021	PA Stores/Maxlife Box	313.31	
			527460	3/23/2021	PA Stores/Filter	123.49	
			526999	3/19/2021	Air & hydraulic filters - PA 1037	91.67	
			527436	3/23/2021	PA Stores/Filters	87.42	
			526996	3/19/2021	Oil & fuel filters - PA 698	69.75	
			527482	3/23/2021	PA Stores/Filters	57.21	
			526911	3/19/2021	PA Stores/Filters	25.92	
			526998	3/19/2021	Oil/air/fuel filters - PA 152	23.54	
			526995	3/19/2021	Air filter - PA 157	14.58	
			527573	3/24/2021	PA Stores/ Filters	14.26	
			527433	3/23/2021	Air filter - PA 61	11.49	
			526605	3/17/2021	Return: Glow plug relay - PA CC	-43.36	789.28
4/6/2021	0025256	FIRE CHIEF EQUIPMENT CO.,	WO#005000895	3/12/2021	Fire extinguishers - PA Stores	418.88	418.88
4/6/2021	0028699	SOUND PUBLISHING INC	PDN921900	3/12/2021	PDN Legal Ad - Notice, Surplus	69.52	69.52
4/6/2021	0029002	3M	9410714228	2/25/2021	SignFilm: yellow,30" & 36"-PA S	1,472.06	1,472.06
4/6/2021	0036423	TEC EQUIPMENT INC	716715K	3/18/2021	LED work L - PA 1037	32.55	32.55
4/6/2021	0042872	PROPANE NORTHWEST	1503678203	3/17/2021	Propane delivery - SQ	542.60	
			1503602847	3/9/2021	Propane delivery - LC	331.23	873.83
Sub total for U S BANK:							31,309.32

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/6/2021	0000172	BAXTER A/P OFFICE	15-725793	3/16/2021	MAINTENANCE SUPPLIES - S	166.44	166.44
4/6/2021	0000290	CED/STUSSER - SEATTLE	5948-700744	12/29/2020	MAINTENANCE SUPPLIES - F	204.54	
			5948-1002941	3/23/2021	MAINTENANCE SUPPLIES - F	54.40	258.94
4/6/2021	0000331	CLALLAM COUNTY AUDITOR	21-126900	3/26/2021	WARRANTY DEED - FORSBEI	105.50	105.50
4/6/2021	0000360	CLALLAM COUNTY ER&R	2021.066E	3/25/2021	02/21 GRAVEL USAGE	12,870.81	
			2021.074E	3/26/2021	02/21 MONTHLY TRUCK REN	12,793.64	
			2021.065E	3/25/2021	02/21 FACILITIES RENT	8,000.00	
			2021.064E	3/25/2021	02/21 SIGNS USED FROM INV	7,233.70	
			2021.067E	3/25/2021	02/21 ITEMS FROM ER&R INV	4,247.95	
			2021.061E	3/25/2021	02/21 ER&R MECHANICS	132.00	45,278.10
4/6/2021	0000363	CLALLAM COUNTY SHERIFF	2021Q2TRAFFP	4/1/2021	2021 Q2 TRAFFIC POLICING	125,000.00	125,000.00
4/6/2021	0000546	EXPRESS SERVICES, INC	25156155-10101	3/17/2021	03/08/21~03/12/21 ROADS	5,003.13	5,003.13
4/6/2021	0001300	PUBLIC UTILITY DISTRICT	110606-031921	3/19/2021	02/09/21~03/17/21 SCENIC VIE	101.02	
			11816-031721	3/17/2021	02/05/21~03/12/21 OLD OLY/KI	57.19	158.21
4/6/2021	0001551	TACOMA SCREW PRODUCTS	14402951	3/18/2021	MAINTENANCE SUPPLIES - L	155.87	155.87
4/6/2021	0017663	ARAMARK UNIFORM SVCS IN	512000016898	3/18/2021	LAUNDRY SERVICE - SQ	16.32	
			512000016872	3/18/2021	LAUNDRY SERVICE - LC	16.28	32.60
Sub total for U S BANK:							176,158.79

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/6/2021	0000290	CED/STUSSER - SEATTLE	5948-1002154	3/11/2021	MAINTENANCE SUPPLIES - V	435.20	435.20
4/6/2021	0000360	CLALLAM COUNTY ER&R	2021.069E	3/25/2021	02/21 FUEL	245.98	245.98
4/6/2021	0000361	CLALLAM COUNTY ROAD DEF	2021.016R	3/27/2021	REPAY ROADS FOR SWORDM	2,188.40	2,188.40
4/6/2021	0000546	EXPRESS SERVICES, INC	25156155-41401	3/17/2021	03/08/21~03/12/21 CLALLAM E	1,813.20	1,813.20
4/6/2021	0033609	INTERWEST CONSTRUCTION	101-20-028 (1)	3/5/2021	SEKIU AIRPORT ROAD EST 1	100,338.52	100,338.52
4/6/2021	0033610	INTERWEST CONSTRUCTION	101-20-028(1)R	3/5/2021	SEKIU AIRPORT ROAD EST 1	5,280.98	5,280.98
4/6/2021	0001700	WA ST DEPT OF ECOLOGY	LAU-WA-W699-	3/22/2021	2021~2022 LAB ACCREDITATI	600.00	600.00
4/6/2021	0020614	WOOD HAWK, INC	1888	3/21/2021	SEPTIC WASTE TRANSFER	1,435.00	1,435.00
4/6/2021	0004211	CENTURYLINK	4574719-031421	3/14/2021	360-457-4719 856B	76.89	76.89
4/6/2021	0001300	PUBLIC UTILITY DISTRICT	119587-031721	3/17/2021	02/05/21~03/11/21 971 CARLSI	444.16	444.16
4/6/2021	0000546	EXPRESS SERVICES, INC	25156155-43401	3/17/2021	03/08/21~03/12/21 BBWA	578.18	578.18
4/6/2021	0021386	STAPLES ADVANTAGE	3472584861	3/20/2021	MAINTENANCE SUPPLIES - B	63.31	63.31
Sub total for U S BANK:							113,499.82

Sheriff

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/6/2021	0000270	CAPTAIN TS	35560	3/13/2021	UNIFORM - MCKELLAR	22.68	22.68
4/6/2021	0000360	CLALLAM COUNTY ER&R	2021.058E	3/16/2021	MILEAGE	35,797.00	35,797.00
4/6/2021	0000537	EVERGREEN COLLISION CEN	51746	2/23/2021	TOWING	848.59	848.59
4/6/2021	0000628	GALLS LLC	017855651	3/11/2021	UNIFORM - BUNDY	115.76	
			017776616	3/2/2021	UNIFORM - CHAPLAIN MELVII	87.91	
			015124496	2/27/2020	UNIFORM - CAMERON, RON	81.47	
			017810278	3/5/2021	UNIFORM - SWANSON	80.51	
			017788253	3/3/2021	UNIFORM - KEEGAN	75.07	
			017844890	3/10/2021	UNIFORM - BIKE PATROL	64.19	504.91
4/6/2021	0000674	GOVCONNECTION, INC.	70961128a	2/5/2021	8 LAPTOPS FOR EOC	8,132.93	
			71031322	2/23/2021	ULTRA WIDE MONITOR	414.93	8,547.86
4/6/2021	0001136	OLYMPIC MEDICAL CENTER	971204965539	3/7/2021	BLOOD DRAWS	100.00	100.00
4/6/2021	0001165	ORKIN PEST CONTROL INC	211106849	2/26/2021	PEST CONTROL - SLIP POINT	130.28	130.28
4/6/2021	0001300	PUBLIC UTILITY DISTRICT	88052-Mar21	3/15/2021	UTILITIES - KITFOX LN	43.61	43.61
4/6/2021	0001439	SHERIFFS ADVANCED TRAVE	5239	3/15/2021	ERIC MUNGER	247.00	247.00
4/6/2021	0001641	VERIZON WIRELESS	9875611206	3/15/2021	CELL PHONE SERVICE	3,701.51	3,701.51
4/6/2021	0003046	LEY, JOSHUA	031521	3/15/2021	TRAVEL - BURIEN	190.00	190.00
4/6/2021	0004211	CENTURYLINK	206-T01-0387-M	3/16/2021	DATA CONNECTION - MAR 16	215.37	
			360-457-9044-M	3/14/2021	TELEPHONE SERVICE - MAR	66.61	
			360-457-2021	3/14/2021	TELEPHONE SERVICE - MAR	64.24	
			206-Z14-0050-M	3/14/2021	TELEPHONE SERVICE - MAR	63.92	410.14
4/6/2021	0016427	MCKESSON MEDICAL-SURGI	18057482	3/2/2021	ADHESIVE BANDAGES	68.41	68.41
4/6/2021	0019508	HAM RADIO OUTLET, INC.	P1-365409	2/3/2021	100 WATT MULTIMODE TRAN	1,379.95	1,379.95
4/6/2021	0029386	STOPPANI, BRANDON	031521	3/12/2021	TRAVEL - BURIEN	190.00	190.00
4/6/2021	0034860	KITCHEN, DONALD	16928	4/29/2020	UNIFORM JUMPSUIT	561.95	561.95
4/6/2021	0041605	HOME DEPOT PRO	605816941	3/16/2021	JAIL SUPPLIES	1,315.39	
			606045698	3/17/2021	JAIL SUPPLIES	641.77	
			606045680	3/17/2021	JAIL SUPPLIES	151.58	2,108.74
4/6/2021	0043511	OPEN TEXT INC	9002383861	3/9/2021	1 YR ENCASE ANNUAL TRAIN	6,495.00	6,495.00
4/6/2021	0044624	HECK, DYLAN	41-1000457	11/17/2020	UNIFORM JUMPSUIT FOR BC	544.59	544.59
4/6/2021	0044985	STOP STICK LTD	0020088-IN	3/12/2021	9' STOP STICKS	3,407.62	3,407.62
Sub total for U S BANK:							65,299.84

apChkLst
03/30/2021 2:01:37PM

Final Check List
CLALLAM COUNTY

Sheriff Jail Med

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/6/2021	0001136	OLYMPIC MEDICAL CENTER	OMC 3.24.21	3/24/2021	INMATE MEDICAL	1,425.32	1,425.32
4/6/2021	0004826	OLYMPIC MEDICAL PHYSICIAN	71226156562	3/24/2021	INMATE MEDICAL	24.80	
			71226248680	3/24/2021	INMATE MEDICAL	24.80	49.60
4/6/2021	0041537	MCKESSON MEDICAL-SURGICAL	18059086	3/3/2021	CLINIC SUPPLIES	465.99	
			18070443	3/9/2021	CLINIC SUPPLIES	229.39	695.38
Sub total for U S BANK:							2,170.30

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/6/2021	0000357	CLALLAM-JEFFERSON CO PR02-21CF		3/25/2021	FEBRUARY 2021 - COURT FA	520.00	520.00
4/6/2021	0001212	PENINSULA DISPUTE RESOL02-21PDRC		3/25/2021	FEBRUARY 2021 - PDRC SUR	1,000.00	1,000.00
Sub total for U S BANK:							1,520.00

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/6/2021	0021407	MASTER'S TOUCH, LLC, THE	73104	3/24/2021	TAX BILLING SUPPLIES & SEI	10,141.70	10,141.70
4/6/2021	0037042	OFFICE DEPOT	158871020001	3/24/2021	PENS, LABELS, PEN HOLDER	73.34	
			158867968001	3/24/2021	DOCUMENT HOLDER	37.17	
			158871033001	3/24/2021	DISPOSABLE FACE MASKS	23.94	134.45
4/6/2021	0040381	ACI PAYMENTS INC	1000037784	3/24/2021	ONLINE PAYMENT RETURN C	16.00	
			1000043097	3/24/2021	ONLINE PAYMENT RETURN C	4.00	20.00
Sub total for U S BANK:							10,296.15

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/24/2021	0004037	HARPER RIDGEVIEW CHAPEL	YD8235 3/24/21	3/24/2021	DEATH BENIFIT	800.00	800.00
4/1/2021	0020849	U S BANK	FJ0239 3/24/21 \	3/24/2021	FOOD	250.00	
			HT5340 3/24/21	3/24/2021	FOOD	200.00	
			LT4801 3/24/21 \	3/24/2021	FOOD	150.00	
			PD1598 3/24/21	3/24/2021	FOOD	150.00	750.00
4/1/2021	0020849	U S BANK	HT5340 3/24/21	3/24/2021	FUEL	150.00	
			RM1064 3/24/21	3/24/2021	FOOD	150.00	300.00
Sub total for U S BANK:							1,850.00



BOARD of CLALLAM COUNTY COMMISSIONERS MINUTES for the week of March 29 – April 2, 2021

1b
4/6/21

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, March 29, 2021. Present were Commissioners Ozias, Johnson and Peach, and Deputy Administrator Reyes.

Items of discussion per the agenda published March 25 were:

- Calendar/Correspondence
- Pre-application questionnaire for BJA Therapeutic Courts
- Pre-application questionnaire with Washington State Department of Agriculture for knotweed control
- Discussion on park acquisition – real estate assessment
- Olympic Community of Health behavioral Health report
- Contract amendment 1 with Morningside for Developmental Disabilities
- Contract amendment 1 with Pierce, Jones & Associates for Developmental Disabilities
- Contract amendment 1 with Concerned Citizens for Developmental Disabilities
- Letter to Natural Resources Conservation Service regarding the Dungeness Off-Channel Reservoir Project
- Annual certification for Road Fund expenditures for fish passage barrier removal and traffic law enforcement
- Designation of the Associate Development Organization
- Resolution regarding Peninsula Housing Authority
- Notice of hearing to be held Tuesday, April 20, 2021 at 10:30 a.m. for amending Clallam County Policy 952- Boards and Committees
- Agreement with Peninsula Daily News for legal advertising

Meeting adjourned at 10:38 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias (video) called the meeting to order at 10 a.m., Tuesday, March 30, 2021. Also present were Commissioners Johnson and Peach and Deputy Administrator Reyes.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CRJm to adopt the agenda as presented, CBPs, mc

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on items 3a, 4b and H1.

CONSENT AGENDA

- 1a Approval of vouchers for the week of March 22
- 1b Approval of payroll for the period ending March 15
- 1c Approval of minutes for the week of March 22

ACTION TAKEN: CRJm to adopt the consent agenda, CBPs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of March 29 – April 2, 2021
Page 2

REPORTS AND PRESENTATIONS

- CRJ commented on the Beach Lake, Vietnam Veterans Ceremony, Payments In Lieu of Taxes (PILT) money, Clallam Economic Development Council.
- CBP commented on Beach Lake.
- CMO commented on the Department of Ecology, the Shoreline Master Update, the Solid Waste Management Plan, Washington State Association of Counties, Clallam Economic Development Council, Vietnam Veterans Ceremony.

BUDGET

2a Resolution adopting the following Supplemental Appropriations:

Health and Human Services – Operations

- Additional funds from Department of Health Consolidated Contract amendment #19 for Opioid Prevention Program/\$11,822
- Additional funds from Department of Health Contract #19 for COVID-19 vaccine services/\$14,582
- Department of Health Consolidated Contract #19 extended to 12/2021 for professional services related to COVID-19 activities/\$411,368
- Department of Health Consolidated Contract #19 extended to 06/2021 for COVID-19 contact tracing activities/\$27,953
- Department of Health Consolidated Contract #19 extended to 06/2021 to expend COVID-19 LHJ CARES allocation/\$601,269

Health and Human Services – Environmental Health – Additional funds from Department of Health Consolidated Contract #19 for environmental water quality services in the onsite program/\$126,097

Health and Human Services – Developmental Disabilities – Additional funds from Department of Social and Health Services Developmental Disabilities biennial state contract/\$393,994

Health and Human Services – Administration - Additional funds from Department of Health Consolidated Contract #19 for salaries and benefits for providing public health services/\$58,000
Superior Court

- Additional funds for costs related to the Uniform Guardianship Act/\$16,000
- Reimbursement from Administrative Office of the Courts CARES Act for technology equipment due to COVID regulations/\$11,487

Sheriff – Emergency Services – Additional funds from Washington State Military Department for translator service costs for COVID-19 event/\$3,426

ACTION TAKEN: CRJm to adopt, CBPs, mc

COMMUNITY DEVELOPMENT

3a Resolution to appoint Joel Green to the North Pacific Coast Lead Entity

ACTION TAKEN: CRJm to adopt, CBPs, mc

PUBLIC WORKS

4a Notice of hearing to be held Tuesday, April 13, 2021 at 10:30 a.m. for the Allocation of Regional Surface Transportation Block Grant (STBG) Program Federal Funding

ACTION TAKEN: CRJm to issue, CBPs, mc

4b Annual certification for Road Fund expenditures for fish passage barrier removal and traffic law enforcement

ACTION TAKEN: CRJm to approve, CBPs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of March 29 – April 2, 2021
Page 3

HEARING(S) – Beginning at 10:30 a.m.

H1 Consideration of resolution adopting the following Debatable Emergencies:

Parks & Facilities – Additional funding for expenses related to COVID-19 for goods and services incurred in January and February, 2021 expected to be reimbursed through FEMA /\$18,651

Non Departmental

- Funding for relocation expenses for newly hired Department Head/\$15,000
- Additional funding for North Olympic Peninsula Resource Conservation & Development 2021 Membership Dues/\$500

BOCC Operations – Funding for additional hours for the BOCC Analyst position to be reimbursed by grant funds/\$18,206

- Deputy Administrator Reyes read the agenda item summary into the record.

ACTION TAKEN: CRJm to open the public hearing, CBPs, mc

- CMO noted no one signed up to speak

ACTION TAKEN: CRJm to close the public hearing and adopt, CBPs, mc

PUBLIC COMMENT

- Ed Bowen, commented on Conservation Futures, County land acquisitions, and technical issues with BlueJeans.

Meeting concluded at 10:51 p.m. and continued to 9 a.m., Monday, April 5, 2021.

There are no BlueJeans chat logs for the week of March 29.

The Board of Commissioners attended WSAC Virtual Assembly – COVID 19 update, Vietnam Veterans Ceremony and a COVID-19 Briefing during the week of March 29.

PASSED AND ADOPTED this sixth day of April 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

KEY TO ABBREVIATIONS:

ARS Administrator Rich Sill
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CBP Commissioner Bill Peach

m moved
mc motion carried
s seconded



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

LC
4/6/21

Department: Public Works

WORK SESSION ☒ **Meeting Date: 3-29-21**

REGULAR AGENDA ☒ **Meeting Date: 4-6-21**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This letter is a request to the USDA Natural Resources Conservation Service (NRCS) for technical assistance and potentially financial assistance for the Dungeness Watershed and specifically the Dungeness Off-channel Reservoir project. PI-566 is the specific NRCS program through which we are requesting assistance. PI-566 provides assistance to projects that address water conservation, aquatic species habitat, irrigation and rural community water supply, and other eligible concerns while supporting existing agricultural land use. If our request is accepted, the USDA NRCS will hire a consultant company to update our watershed plan that covers the Dungeness watershed and provide additional assistance specifically for the Dungeness Off-channel Reservoir that could lead to additional NRCS funding to construct the Reservoir.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

The assistance through PL-566 requires no match and no County funds. There is no budgetary impact except for staff time.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please review the draft letter, provide any edits, and then sign the final letter.

County Official signature & print name: Carol L. Creasey *Carol L. Creasey*

Name of Employee/Stakeholder attending meeting: Carol L. Creasey

Relevant Departments: Public Works and Parks, Fairs & Facilities

Date submitted: 3-24-21

- * Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Agenda Item Summary (3-24-21).docx
Revised: 3-04-2019

Date

Roylene Comes-at-Night, State Conservationist

Natural Resources Conservation Service

11707 E. Sprague Ave, Suite 301

Spokane Valley, WA 99206-6125

roylene.comes-at-night@usda.gov

Subject: Request assistance for the Dungeness Off-channel Reservoir Project

Dear Ms. Comes-at-Night,

Clallam County requests Federal assistance to complete a preliminary investigation study and report for the Dungeness Off-Channel Reservoir project located southwest of Sequim in Clallam County, Washington (Figure 1). The goal of the study is to assess eligibility for pursuing funding for the development of a PL-566 Watershed Plan.

The Dungeness Off-Channel Reservoir is Clallam County's top water resources priority (Resolution 92) due to the multiple agricultural, ecological and community benefits that the Reservoir will provide. Located in the rain shadow of the Olympic Mountains in the northeast corner of Washington's Olympic Peninsula, the Dungeness basin is part of a region that receives less rainfall and more sunshine than any place in Puget Sound and thus struggles to provide enough freshwater for both farmers who need to irrigate their fields and for salmon which need sufficient flows in which to swim, spawn and rear. Projected climate change impacts over the coming decades are expected to exacerbate the water challenges for farms, people, and fish in the basin.

The Dungeness Off-Channel Reservoir – to be located at river mile (RM) 8.5 with point of diversion at approximately RM 10.7 of the Dungeness River off of River Road near Sequim in Clallam County, WA – will provide a long-term climate-resilient irrigation water supply to local agricultural producers in the Dungeness valley while aiding the recovery of ESA-listed salmon, steelhead and bull trout in the Dungeness River. The Reservoir will divert Dungeness River water during winter/spring high flows into off-stream storage to be used in late summer as a climate-resilient irrigation water supply for approximately 3,200 acres of local agricultural land. The reservoir water will be used in place of typical river diversions thus restoring up to 26 cfs (representing as much as 50%) of stream flows in the lower 10.7 miles of the Dungeness River aiding in habitat restoration for ESA-listed salmon, steelhead and bull trout. Additional benefits of the Dungeness Reservoir will include aquifer/groundwater recharge, reduced flood risk to the City of Sequim's infrastructure from overland flood water, and a new County park. Due to the various benefits that the Dungeness Off-Channel Reservoir will provide for multiple groups, this project has broad local and state support.

The names, addresses, and telephone numbers of the contact persons in our organization are as follows:

Carol L. Creasey
Reservoir Project Manager
Water Resources Program Manager/Hydrogeologist
Clallam County
223 E. 4th St., Suite 6
Port Angeles, WA
360-417-2424
ccreasey@co.clallam.wa.us

Ross Tyler
Clallam County Public Works Director/ County Engineer
223 E. 4th St., Suite 6
Port Angeles, WA
360-417-2448
rt Tyler@co.clallam.wa.us

Mark Ozias
Clallam County Commissioner, District 1
223 E. 4th St., Suite 4
Port Angeles, WA
360-417-2233
mozias@co.clallam.wa.us

Please contact Carol L. Creasey for any additional information needed.

Sincerely,

Board of Clallam County Commissioners

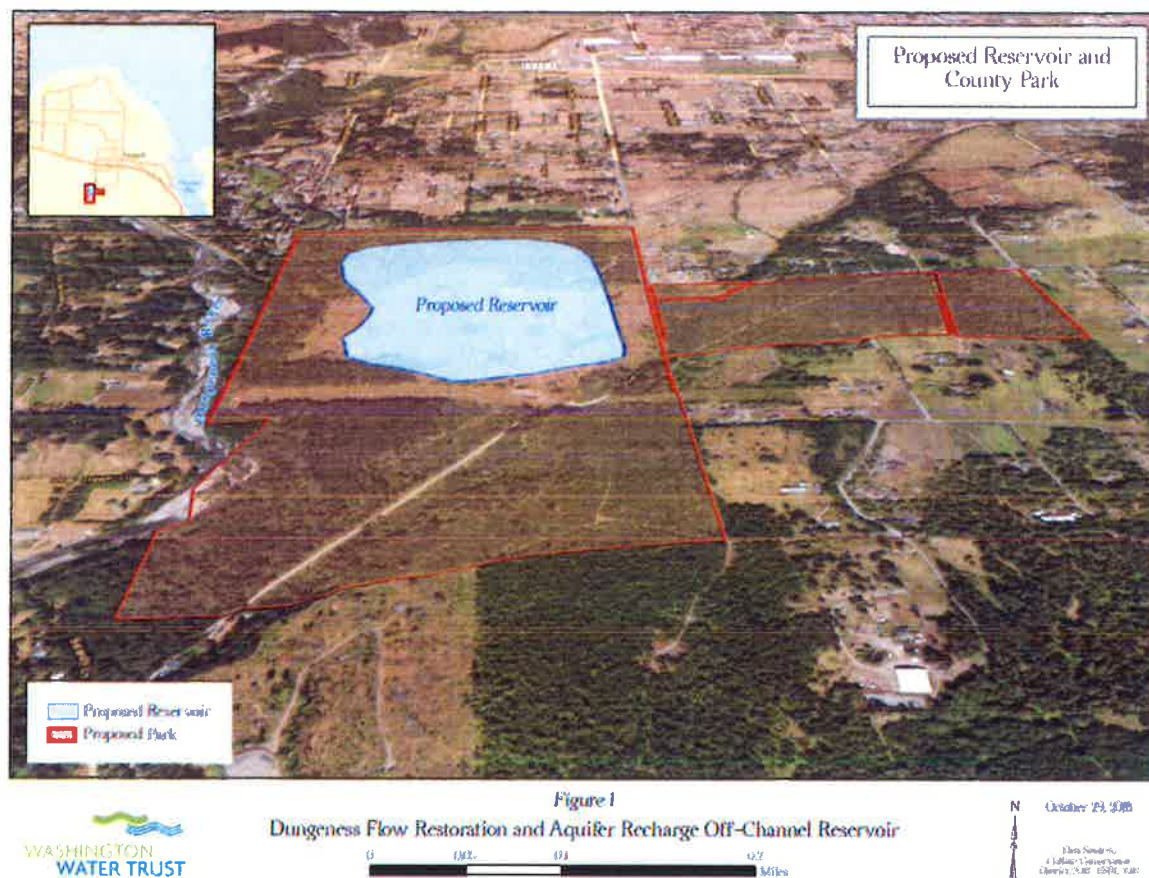
Mark Ozias, Chair

Attachments:

Figure 1-Project Location Map
Resolution 92



Figure 1-Project Location Map





RESOLUTION 92, 2018

4a
10/30

IN SUPPORT OF THE DUNGENESS FLOW RESTORATION AND
AQUIFER RECHARGE OFF-CHANNEL RESERVOIR

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Dungeness River watershed is water-short most years during the critical period in late summer when both agricultural irrigators and ESA-listed salmonids rely on adequate streamflow.
2. Reservoirs of water held in annual snowpack and ancient glaciers are decreasing over time, and extreme low-flow conditions on the River are becoming more frequent and exacerbated during drought years.
3. Clallam County is highly supportive of the reservoir project proposal and has prioritized it over all other flow restoration proposals as providing substantial and significant flow benefit.
4. Clallam County has been a party to discussions and has supported proposals for water storage via reservoirs and aquifer recharge for well over a decade.
5. Finding funding to implement the Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir is Clallam County's highest flow restoration priority because the project addresses all top recommendations for River Restoration and has multiple additional benefits.
6. Clallam County is a willing landowner, local stakeholders are mobilized, the reservoir has a great deal of popular support in the community, and the planning group is actively identifying models for local cost-share for the reservoir and future operations.
7. State funding for streamflow restoration projects will be made available to certain basins in Washington state including the Dungeness as allowed in FSSB 6091 (January 2018) and documentation of support from stakeholders and initiating governments is requested.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners in consideration of the above findings of fact:

1. Supports the Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir as its highest priority to implement flow restoration, water storage and aquifer recharge because of its scale, location, cost/benefit and feasibility.

PASSED AND ADOPTED this thirtieth day of October, 2018.

BOARD OF CLALLAM COUNTY COMMISSIONERS


Mark Ozias, Chair


Randy Johnson


Bill Beach

ATTEST:


Lori Gores, Clerk of the Board



PROCLAMATION

RECOGNIZING APRIL 6, 2021 AS NATIONAL SERVICE RECOGNITION DAY

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's elected leaders are increasingly turning to national service and volunteerism as a cost-effective strategy to meet their needs; and

WHEREAS, AmeriCorps and Senior Corps participants address the most pressing challenges facing our communities; they educate students for 21st century jobs, respond to pandemics and natural disasters, fight the opioid epidemic and support veterans and military families; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 45,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, AmeriCorps shares a priority with local leaders nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, the National Association of Counties, and local leaders across the country for National Service Recognition Day on April 6, 2021.

NOW, THEREFORE, WE THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby proclaim April 6, 2021 as

NATIONAL SERVICE RECOGNITION DAY

in Clallam County and encourage residents to recognize the positive impact of national service in our community, to thank those who serve; and to find ways to give back to their communities.

Signed this sixth day of April 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

1d
4/16/21



PROCLAMATION

RECOGNIZING APRIL 6, 2021 AS NATIONAL SERVICE RECOGNITION DAY

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BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

1d
4/16/21



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 4-5-21**

REGULAR AGENDA ☒ **Meeting Date: 4-6-21**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other – Letter of support |

Executive summary:

Congress reinstated the appropriation of funding to local governments and non-profits much like earmarks but now rebranded as Community Project Funding. The Jamestown S'Klallam Tribe submitted a proposal for FY2022 Community Project Funding for consideration for constructions of a roundabout on Highway 1010 at Sophus Road in Blyn, Washington. The Tribe completed a planning study and recently gained approval from the Washington State Department of Transportation for construction of a roundabout to calm traffic and create a safe pedestrian access to the Olympic Discovery Trail. This project benefits our entire community as Highway 101 is one of the most critical pieces of infrastructure in our region.

The Jamestown S'Klallam Tribe is requesting letters of support of Community Leaders to help direct this funding.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Review and approve a letter of support.

County Official signature & print name: *Loni Gores* Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Jamestown S'Klallam Tribe

Relevant Departments: Board of Commissioners

Date submitted: April 2, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Jamestown S'Klallam Tribe letter of support.docx
Revised: 3-04-2019



Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493

Email: commissioners@co.clallam.wa.us

MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

RICH SILL, County Administrator

April xx, 2021

Representative Kilmer
332 E 5th St
Port Angeles, WA 98362

Re: Letter of Support for Jamestown S’Klallam Tribe - Traffic Calming and Pedestrian Safety in Blyn, Washington

Dear Representative Kilmer,

The Clallam County Board of Commissioners is aware that the Jamestown S’Klallam Tribe submitted a proposal for FY2022 Community Project Funding consideration for construction of a roundabout on Highway 101 at Sophus Road in Blyn, Washington. This letter demonstrates our support for their efforts to improve vehicle safety and provide traffic calming in an area that has seen increased congestion and accidents in recent years. Roundabouts like the one the Tribe is proposing are preferred over any of the other alternatives as approved by the Washington State Department of Transportation.

The proposed roundabout also improves bicycle and pedestrian safety on Highway 101, allowing for a much-needed crossing that connects the Olympic Discovery Trail to local homes, businesses and lodging on the south side of the highway. Public safety is a high priority for Clallam County; we look forward to any improvements in this area.

Please accept this letter of support.

Sincerely,

Board of Commissioners

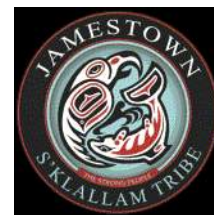
Mark Ozias, Chair

Randy Johnson

Bill Peach

Jamestown S'Klallam Tribe

US 101 and Sophus Road Roundabout Project



The Jamestown S'Klallam Tribe initiated a project at the intersection of US Highway 101 and Sophus Road to improve safety by reducing travel speeds and providing a safer crossing for bicycle/pedestrians for the Olympic Discovery Trail. The existing intersection experiences excessive speeds from over 17,000 vehicles on average per day as the primary route for Olympic Peninsula traffic. This primary regional route divides a heavily used regional trail system from essential services. This separation results in an unsafe bike/pedestrian crossing that has already experienced 8 vehicular crashes, including 1 fatality, in the past 4-years. The Jamestown S'Klallam Tribe self-funded and completed a planning study to determine the right intersection solution that recently gained approval from the Washington State Department of Transportation (WSDOT). Project benefits to the local community and regional traffic consists of the following:

- Increase bicycle and pedestrian safety across US 101 to/from the Olympic Discovery Trail
- Increase vehicle safety at intersection
- Improve operational performance of intersection
- Provide traffic calming in an area with heavy turning movements
- Project solution supported by multiple agencies and regional stakeholders

Schedule		Project Estimated Costs	
- Planning and WSDOT Intersection Control Approval - <i>completed</i>		Planning	Completed
- Final Design	6 / 2021 - 11 / 2021	Engineering	\$ 248,000
- Permitting	8 / 2021 - 1 / 2022	Right of Way	\$15,000
- Right of Way	8 / 2021 - 1 / 2022	Construction	\$ 2,837,000
- Construction	5 / 2022 - 10 / 2022	<u>Total Project</u>	<u>\$ 3.1 million</u>

Right of Way

The right of way phase will be a minor effort. The Tribe and WSDOT will work together on a perpetual easement for encroachment onto Tribal property. No third party impacts are anticipated. No acquisitions or relocations are required.

Environmental

The project permitting will follow local County and State procedures through the SEPA process. There are no critical areas or fish barriers within the project footprint that will be impacted.



A SAFER GATEWAY TO OUR OLYMPIC PENINSULA

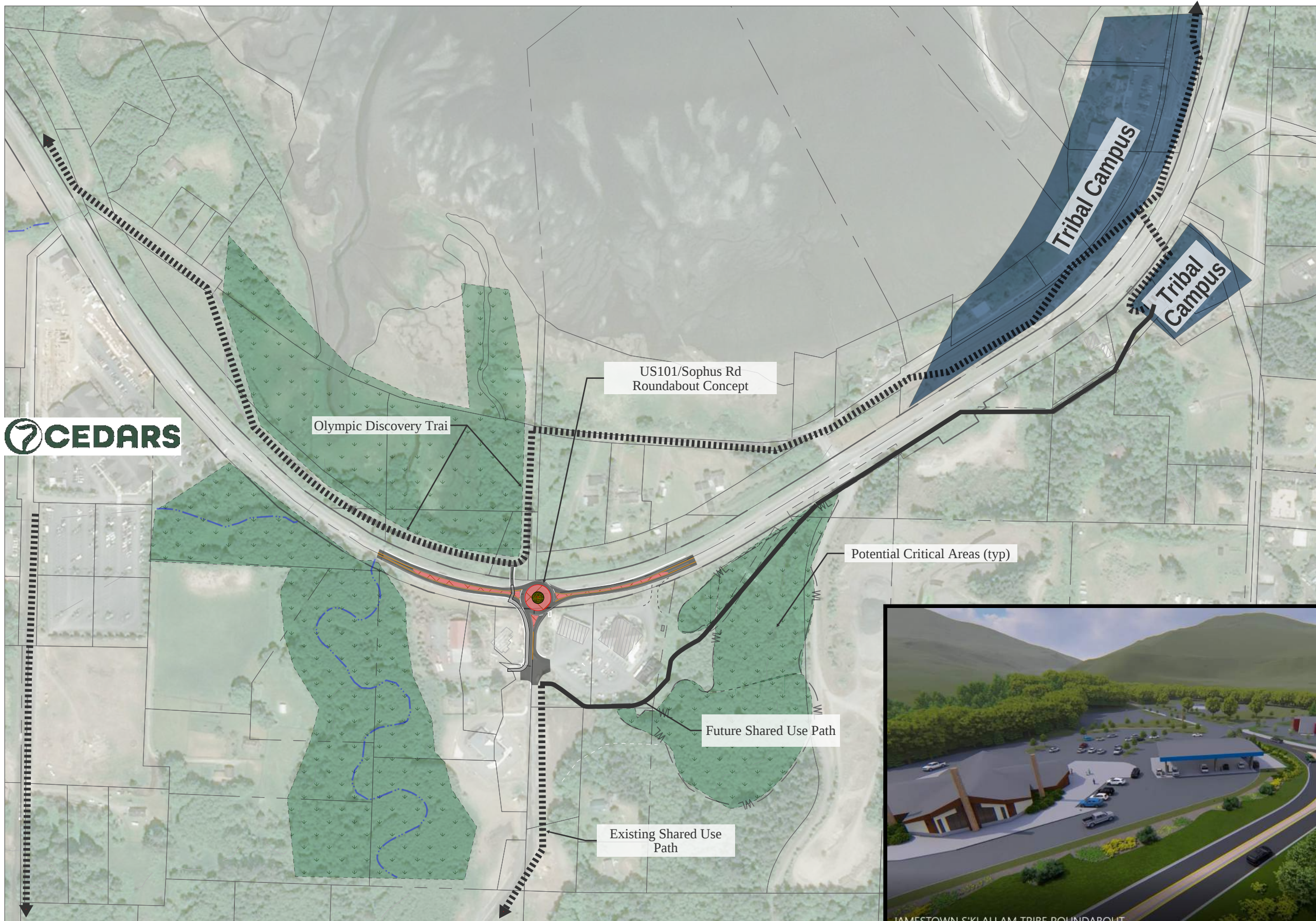


Contact:

Ron W. Allen Tribal Chair / CEO
Jamestown S'Klallam Tribe
360-681-4621
rallen@jamestowntribe.org

JAMESTOWN S'KLALLAM TRIBE ROUNDABOUT







Project Name: US 101 Sophus Road Intersection Improvement
Client Name: SCJ Alliance
SCJ Project No.: 1428.08
Estimate Level: Concept
Date: 3/22/2021



BID ITEM NO.	WSDOT STD ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL QUANTITY	Schedule A Roadway	TOTAL
PREPARATION							
1	0001	MOBILIZATION	L.S.	\$ 148,500.00	1.0	1.0	\$ 148,500
2	0025	CLEARING AND GRUBBING	ACRE	\$ 18,000.00	1.1	1.1	\$ 19,800
3	0120	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	\$ 30.00	8720.0	8720.0	\$ 261,600
Subtotal:						\$429,900	\$ 429,900
GRADING							
4	0310	ROADWAY EXCAVATION INCL. HAUL	C.Y.	\$ 26.00	7400.0	7400.0	\$ 192,400
5	0408	SELECT BORROW INCL. HAUL	TON	\$ 31.00	200.0	200.0	\$ 6,200
Subtotal:						\$198,600	\$ 198,600
STORM SEWER							
6	3091	CATCH BASIN TYPE 1	EACH	\$ 2,000.00	11.0	11.0	\$ 22,000
7	3151	TESTING STORM SEWER PIPE	L.F.	\$ 5.00	1000.0	1000.0	\$ 5,000
8	3541	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	L.F.	\$ 60.00	1000.0	1000.0	\$ 60,000
9	NS-276	STORMWATER TREATMENT VAULT	EACH	\$ 10,000.00	1.0	1.0	\$ 10,000
Subtotal:						\$97,000	\$ 97,000
SURFACING							
10	5100	CRUSHED SURFACING BASE COURSE	TON	\$ 35.00	2300.0	2300.0	\$ 80,500
11	5120	CRUSHED SURFACING TOP COURSE	TON	\$ 38.00	800.0	800.0	\$ 30,400
Subtotal:						\$110,900	\$ 110,900
CEMENT CONCRETE PAVEMENT							
12	NS-600	STAMPED/PIGMENTED CEMENT CONC. PAVING (SPLITTER ISLAND)	S.Y.	\$ 100.00	860.0	860.0	\$ 86,000
13	NS-601	STAMPED/PIGMENTED CEMENT CONC. PAVING (TRUCK APRON)	S.Y.	\$ 100.00	526.0	526.0	\$ 52,600
Subtotal:						\$138,600	\$ 138,600
HOT MIX ASPHALT							
14	5767	HMA CL. 1/2 IN. PG 68H-22	TON	\$ 100.00	2079.0	2079.0	\$ 207,900
Subtotal:						\$207,900	\$ 207,900
TRAFFIC							
15	6698	ROUNDAABOUT SPLITTER ISLAND NOSING CURB	EACH	\$ 330.00	3.0	3.0	\$ 990
16	6699	ROUNDAABOUT CEMENT CONCRETE CURB AND GUTTER	L.F.	\$ 40.00	2170.0	2170.0	\$ 86,800
17	6700	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	\$ 45.00	2170.0	2170.0	\$ 97,650
18	6708	ROUNDAABOUT CENTRAL ISLAND CEMENT CONCRETE CURB	L.F.	\$ 80.00	125.0	125.0	\$ 10,000
19	6709	ROUNDAABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER	L.F.	\$ 60.00	280.0	280.0	\$ 16,800
20	6890	PERMANENT SIGNING	L.S.	\$ 11,000.00	1.0	1.0	\$ 11,000
21	6904	ILLUMINATION SYSTEM	L.S.	\$ 120,000.00	1.0	1.0	\$ 120,000
22	6971	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	\$ 88,300.00	1.0	1.0	\$ 88,300
Subtotal:						\$431,540	\$ 431,540
OTHER ITEMS							
23	7006	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	\$ 25.00	445.0	445.0	\$ 11,125
24	7008	SHORING OR EXTRA EXCAVATION CLASS B	S.F.	\$ 2.00	4000.0	4000.0	\$ 8,000
25	7055	CEMENT CONC. SIDEWALK	S.Y.	\$ 90.00	1200.0	1200.0	\$ 108,000
26	7058	CEMENT CONC. CURB RAMP TYPE	EACH	\$ 3,300.00	10.0	10.0	\$ 33,000
27	NS-892	ROUNDAABOUT CENTER ART	L.S.	\$ 300,000.00	1.0	1.0	\$ 300,000
Subtotal:						\$460,125	\$ 460,125
BUILDING							
28	8058	02800 LANDSCAPING	L.S.	\$ 25,000.00	1.0	1.0	\$ 25,000
Subtotal:						\$25,000	\$ 25,000

Subtotal Construction: \$2,099,565 \$ 2,099,565

Contingency @ 18% \$377,922 \$ 377,922

TOTAL CONSTRUCTION: \$2,477,487 \$ 2,477,487

Preliminary Engineering (PE) @ 10% \$247,749 \$ 247,749

Construction Management (CM) @ 8% \$198,199 \$ 198,199

Miscellaneous Costs @ 5% \$123,874 \$ 123,874

Right of Way Costs \$15,000 \$ 15,000

SCHEDULE COST TOTALS: \$3,062,309 \$ 3,062,309

TOTAL PROJECT COST: \$ 3,062,309





AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

4/1/21
4/6/21

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 4-6-21 at 10:30 a.m. or shortly thereafter

Item summary:

- | | | |
|---|--|---|
| ☒ Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other - Charter Review Recommendation |

Executive summary:

The Board of Commissioners will be holding a public hearing regarding the following Charter Review Recommendations on Tuesday, April 6, 2021 at 10:30 a.m.

- 1) Recommendation ensuring Franchises comply with the National Environmental Protection Act
- 2) Recommendation on Legislation for Ranked-Choice Voting

The hearing will be continued to Monday, April 12, 2021 at 1 p.m. and 5 p.m.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

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- 1) Recommendation ensuring Franchises comply with the National Environmental Protection Act
- 2) Recommendation on Legislation for Ranked-Choice Voting

The hearing will be continued to Monday, April 12, 2021 at 1 p.m. and 5 p.m.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Sue Erzen – Chair of the 2020 Charter Review Commission

Relevant Departments: Board of Commissioners

Date submitted: February 19, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Charter Review recommendations 4-6-21.docx

Revised: 3-04-2019



Charter Review Commission

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Phone: 360.417.2256 Fax: 360.417.2493
Clerk Email: agores@co.clallam.wa.us

Date: September 23, 2020
From: Clallam County Charter Review Commission
To: Clallam County Board of County Commissioners
Re: Consider an Ordinance Ensuring Franchises Comply with the National Environmental Protection Act (NEPA)

Request from Clallam County Charter Review Commissioner to Clallam County Commissioners to Consider an Ordinance Ensuring Franchises Comply with the National Environmental Protection Act (NEPA)

Whereas the Clallam County Charter Review commission voted on July 9, 2020, not to forward a proposed amendment to Article XII, Section 12.30 regarding Franchises to the ballot as a Charter Amendment,

Whereas the Clallam County Charter Review Commission voted on July 9, 2020 to forward a proposed amendment to Article XII, Section 12.30 to the County Commissioners for consideration as an ordinance amending the County Code regarding franchises,

Whereas the Clallam County Charter Review Commission received public input from 40 individuals in support and two opposed to EMF regulation which is the highest responses on any topic that the Charter Review Commission has received,

The Clallam County Charter Review Commission herewith sends to the Clallam County Commissioners the following proposal for consideration as an ordinance amending the County Code regarding franchises.

The BOCC shall take all required and necessary legal actions to ensure that any franchise associated with new radio frequency devices or systems operating in the micro or millimeter wave frequency range, be accompanied by a scientific study determining that such law, regulation or franchise is in compliance with the National Environmental Protection Act (NEPA) prior to the enactment or granting of any franchise.

Sue Erzen
Chair - Charter Review Commission

Tony Corrado
Commissioner - Charter Review Commission
Sponsor of Franchise Amendment



Charter Review Commission

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Phone: 360.417.2256 Fax: 360.417.2493
Clerk Email: agores@co.clallam.wa.us

Date: December 14, 2020
From: Clallam County Charter Review Commission
To: Clallam County Board of County Commissioners

Request from Clallam County Charter Review Commissioner to Clallam County Commissioners to pass a resolution calling on the state legislature to pass legislation, which would enable the County (and other jurisdictions in the state) to adopt ranked-choice voting for local elections, if they so choose.

Clallam County Charter Review Commission: Recommendation in Favor of Legislation for Ranked-Choice Voting

WHEREAS, an engaged electorate is foundational to the healthy civic life of the community; and

WHEREAS, voter turnout in our primary elections is, without exception, significantly lower than in the general election, and is not reflective of the general electorate; and

WHEREAS, reasons for voter disengagement may include: fear of wasting your vote on a candidate who is not "electable"; pressure to vote tactically for the "lesser of two evils" rather than for the candidate you actually like best; limited choices on the general election ballot; negative campaigning; feeling that your vote doesn't matter; and

WHEREAS, an alternative to our "Top Two" primary system is Ranked-Choice Voting (RCV), whereby instead of being limited to choosing just one candidate in a given race, voters are empowered to rank as many candidates as they like in order of their preference (e.g., 1st choice, 2nd choice, 3rd choice); each voter has only one vote, but can indicate their backup choices; and

WHEREAS, with RCV, voters know that if their 1st choice doesn't have enough support to win, their vote will count for their 2nd choice; if their 2nd choice is defeated, their vote will count for their 3rd choice, and so on;

WHEREAS, using RCV means that the primary and the general elections can be combined into a single, high-turnout election; and

WHEREAS, demonstrated benefits of RCV include:

- saves costs for jurisdictions by preventing costly and low-turnout primary elections;
- frees voters to choose their true favorite candidate without fear of throwing away their vote;
- encourages more candidates to run because they won't fear "splitting the vote" with other similar candidates, or being a "spoiler";
- encourages candidates to reach out to more voters and build a broad coalition of support to win;
- reduces political polarization and mudslinging, and promotes civil, issue-oriented campaigns; and

WHEREAS, more than twenty U.S. jurisdictions have adopted some version of ranked-choice voting, including Minneapolis (MN), New York City (NY), Santa Fe (NM), Memphis (TN), Oakland (CA), Payson (UT), Boulder (CO), Takoma Park (MD), Benton County (OR), and the State of Maine; and

WHEREAS, in 2007, Clallam County voters were able to consider a charter amendment that would have adopted ranked-choice voting for County elections; and

WHEREAS, today, Clallam County voters no longer have the option to consider adopting ranked-choice voting, because Washington state law presently mandates a "Top Two" primary system for all jurisdictions that effectively prohibits them from adopting RCV; and

WHEREAS, two bills currently before the Washington State Legislature, HB 1722 and SB 5708 (the "Local Options Bill") as they are presently drafted, would amend state law to give local jurisdictions the option to adopt RCV; and

WHEREAS, HB 1722 and SB 5708 are merely permissive bills which do not dictate or impose any policies upon any jurisdictions, but simply provide jurisdictions with the ability, should they choose, to adopt RCV.

THEREFORE, THE CHARTER REVIEW COMMISSION RECOMMENDS that the Clallam County Board of County Commissioners pass a resolution calling on the state legislature to pass legislation, which would enable the County (and other jurisdictions in the state) to adopt ranked-choice voting for local elections, if they so choose.

Sue Erzen
Chair - Charter Review Commission

Therese Stokan
Commissioner - Charter Review Commission
Sponsor of Choice-Ranked Voting

PUBLIC HEARING

Charter Review Commission Recommendations
Recommendation Ensuring Franchises Comply with the National Environmental Protection Act
And
Recommendation on Legislation for Ranked-Choice Voting

NOTICE: The Clallam County Board of Commissioners will conduct public hearings on Tuesday, April 6, 2021 at 10:30 a.m. and on Monday, April 12, 2021 at 1 p.m. and 5 p.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to take public comment on the Charter Review Commission recommendations listed above. All recommendations are available on the County website <http://www.clallam.net/bocc/homerulecharter.html>

Public comments are encouraged. Submit written comments to the proponent below before the hearings or present comments at the public hearing.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation which prohibits in-person attendance at meetings, the Board of Commissioners strongly encourages the public to take advantage of remote options for attending open public meetings. The Board of Commissioners also strongly encourages public comments to be submitted in writing if possible.

If you would like to participate in the meeting by phone call 408-419-1715 and use Meeting ID: 875 561 784

If you would like to participate via video conference, visit www.bluejeans.com and join the Regular Meeting with Meeting ID: 875 561 784.

No in-person attendance will be allowed until Governor's Proclamation is lifted.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
Loni Gores – Clerk of the Board
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2256
agores@co.clallam.wa.us

FORMAL IDENTIFICATION: Charter Review Commission Recommendations:
Recommendation Ensuring Franchises Comply with the National Environmental Protection Act
And
Recommendation on Legislation for Ranked-Choice Voting

SUMMARY OF RECOMMENDATIONS:

- The BOCC shall take all required and necessary legal actions to ensure that any franchise associated with new radio frequency devices or systems operating in the micro or millimeter wave frequency range, be accompanied by a scientific study determining that such law, regulation or franchise is in compliance with the National Environmental Protection Act (NEPA) prior to the enactment or granting of any franchise.
- Recommends that the Clallam County Board of County Commissioners pass a resolution calling on the state legislature to pass legislation, which would enable the County (and other jurisdictions in the state) to adopt ranked-choice voting for local elections, if they so choose.

Publish: March 28 and April 9 (PDN)
March 31 (Sequim Gazette)
April 1 (Forks Forum)

Loni Gores, CMC, Clerk of the Board

Bill: Board of Commissioners



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

2a
4/6/21

Department: Health and Human Services

WORK SESSION ☒ Meeting Date: March 29, 2021

REGULAR AGENDA ☒ Meeting Date: April 6, 2021

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract 11331-19-MSIDE, Amendment #1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This contract amendment is between Clallam County Health and Human Services Developmental Disabilities and Morningside and is a fee modification for Employment and Day direct services between March 1, 2021 and June 30, 2021 and to only spend up to the budget allocated in our Clallam County contract with Washington State DSHS-Developmental Disabilities Administration. This temporary flexibility will support County contracted Employment/Day service providers who are experiencing an increase in costs due to the pandemic.

Rate Schedule (Between March 1, 2021 and June 30, 2021):

- Individual Employment services will not exceed \$105.00/hour

Amendment period date is March 1, 2021 through June 30, 2021.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

No budget impact. Funds are already in the 2021 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please approve and sign.

County Official signature & print name:  KEVIN L. PICCOLLO

Name of Employee/Stakeholder attending meeting: Kelley Lawrence / KEVIN L. PICCOLLO

Relevant Departments: HHS

Date submitted: 3/24/21

* Work Session Meeting - Submit 1 single sided/not stapled copy

Agenda Item Summary Morningside 11331-19 Amendment

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

PROVIDER CONTRACT
Morningside

This PROVIDER CONTRACT is entered into and effective July 1, 2019 through June 30, 2021 between CLALLAM COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES, hereinafter referred to as "County" and Morningside, hereafter referred to as "Provider".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address: 111 E. 3rd Street
Port Angeles, WA 98362

Main Phone: (360) 417-2407
Fax: (360) 452-9605

Contact Person: Kelley Lawrence, Developmental Disabilities Program Coordinator
Contact Phone: (360) 417-2407
Contact E-Mail: klawrence@co.clallam.wa.us

Provider: Morningside
809 Legion Way S.E.
P.O. Box 7936
Olympia WA 98507

Phone: (360) 493-0512

Fax: (360) 596-3552

E-mail: jlarsen@mside.org

Contact Person: Jonathan Pleger, President/CEO

Service Modality: Individual Supported Employment

Community Information & Education

County Millage: Sequim School District

Quillayute Valley School District

Port Angeles School District

Funding Authority:

DSHS Basic Agreement #1783-86259

DDA County Services Agreement #1963-57495

DSHS, DDA Home & Community Based

Waiver Program (CMS)

Tax Identification Numbers:

IRS#: 91-0757099

UBI #: 324-010-568

This Contract is comprised of:

Exhibit "A"	Special Terms & Conditions.
Exhibit "B"	General Terms & Conditions.
Exhibit "C"	Data Security Requirements.

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

IN WITNESS WHEREOF, the parties have entered this Contract on this ____ day of _____, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS:

Mark Ozias, Chair

ATTEST:

Loni Gores, Clerk of the Board

Morningside:

Jonathan Pleger 3/22/2021
Jonathan Pleger, President/CEO Date

Approved as to form only
David Alvarez 3/17/21
David Alvarez, Chief Civil DPA

SPECIAL TERMS & CONDITIONS

1. **DEFINITIONS:** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. **Acuity Level**" means the level of an individual's abilities and needs as determined through the DDA assessment.
 - b. **"AWA"** means ALISA Web Access also referred to as the CMIS.
 - c. **"Additional Consumer Services"** refers to indirect client service types as follows:
Community Information and Education, Training and Other Activities
 - d. **"BARS"** means the Washington State DDA Budget Accounting and Reporting System
 - e. **"Client"** means a person with a developmental disability as defined in Chapter 388-823 WAC who is eligible and active with the Developmental Disabilities Administration or is an identified PASRR client.
 - f. **"CRM"** means the DDA Case Resource Manager
 - g. **"Consumer Support"** refers to direct client service types as follows: Community Inclusion or CI, Child Development Services, Individual Supported Employment, Individualized Technical Assistance, and Group Supported Employment.
 - h. **"CSA"** means County Service Authorization.
 - i. **"County"** means Clallam County, Department of Health & Human Services.
 - j. **"County Millage Services"** means county approved services authorized to be paid by millage funds.
 - k. **"DD"** means developmental disabilities
 - l. **"DDA"** means the Developmental Disabilities Administration within DSHS.
 - m. **"DDA Region"** means the DDA Regional office.
 - n. **"DSHS"** means the Washington State Department of Social and Health Services.
 - o. **"DVR"** means the Washington State Division of Vocational Rehabilitation.
 - p. **"General Terms and Conditions"** means the contractual provisions contained with that agreement, which govern the contractual relationship between DSHS and the county and it's subcontractor(s).
 - q. **"HCBS"** means the Medicaid Home and Community Based Services.
 - r. **"PASRR"** means Preadmission Screening and Resident Review.
 - s. **"PCSP"** means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.
 - t. **"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, drivers license numbers, other identifying numbers, and any financial identifiers.
 - u. **"Quality Assurance"** means an adherence to all Contract requirements, including DDA Policy 6.13, *Employment/Day Program Provider Qualifications*, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.
 - v. **"Service Provider"** is a qualified client service vendor who is contracted to provide Employment and Day Program services.
 - w. **"Subcontractor"** is the service provider contracted by the County to provide services.
 - x. **"RCW"** means Revised Codes of Washington.
 - y. **"WAC"** means Washington Administrative Code.

2. TERM OF CONTRACT:

Term of this contract shall be July 1, 2019 through June 30, 2021.

3. PURPOSE:

This Contract is entered into between County and Morningside in accordance with Chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

4. CLIENT ELIGIBILITY:

Client eligibility and service referral are the responsibility of DDA under chapter 388-823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct client services under this contract. It is DDAs responsibility to determine and authorize the appropriate direct service(s) type. Direct client services provided without authorization by DDA or the County are not reimbursable under this Contract.

5. PROVIDER QUALIFICATIONS:

Provider assures they meet the qualifications as outlined in the DDA Policy 6.13, ***Program Provider Qualifications***.

6. HOME AND COMMUNITY BASED WAIVER SERVICES ASSIGNMENT OF MEDICAID BILLING RIGHTS:

Provider agrees to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Contract. Written documentation shall be available to County upon request.

7. REPORTING ABUSE AND NEGLECT:

The Provider is a mandated reporter under RCW 74.34.020(13) and must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If a Provider staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Contract.

8. PROVIDER WILL FOLLOW ALL APPLICABLE FEDERAL, STATE, AND LOCAL POLICIES AND GUIDELINES:

DDA policy manual <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>

1992 County Guidelines

(https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c_guidelines.pdf)

DDA Guiding Values

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/DDA%20Guiding%20Values%20Booklet.pdf>

2018-19 Mandatory Requirements

IRS Self-Employment Guidelines

Clallam County Supported Self-Employment Manual

Washington Protection and Advocacy (WPAS) Access Agreement
<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/WPAS.pdf>

APSE CESP Code of Conduct; <http://www.apse.org/wp-content/uploads/docs/CESP%20Candidate%20Handbook.1.12.pdf>

COUNTY BEST PRACTICES: Individual Employment Billable Activities, Community Inclusion Billable Activities, Employment Plan/Progress Form Instructions, Community Inclusion Plan/Progress Form Instructions, Criteria for Evaluation 2019-2021, DDA Self-Employment Guidelines, <https://www.dshs.wa.gov/dda/county-best-practices>

and any other requirements established by the Department of Social and Health Services and the County.

9. SERVICE DESCRIPTION:

A. INDIVIDUAL SUPPORTED EMPLOYMENT (568.64)

The Provider shall, under BARS code 568.64, provide services as follows:

1. Individual Supported Employment services are a part of an individual's pathway to employment and are tailored to individual needs, interests, abilities and promote career development. These are individualized services necessary to help a person with developmental disabilities obtain and continue integrated, individual employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job (per the Individual Employment Phases & Billable Activities).

Clients in an **employment** program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828. Outcomes will be established in accordance with County Guidelines.

This service is available for all adults with developmental disabilities, regardless of severity of disability.

2. Individual Supported Employment can include Supported Self-Employment. Supported Self-Employment, if an applicable goal, must meet the following requirements:
 - Adhere to Washington State DDA Self-Employment Policy Guidelines
 - Determine that the proposed activity is a business according to IRS Guidelines
 - Once it has been determined the activity will meet IRS rules for a business, the self-employed person receiving DDA employment supports will:
 - Demonstrate the individual receiving services owns and operates the business;
 - Provide a Business Plan to the County and DDA demonstrating feasibility as determined by DVR or a neutral, agreed-upon third party business expert;
 - Become licensed if required and follow all local, state, and federal regulations and rules;
 - Establish benchmarks for profitability and demonstrate progress is being made toward reaching those profit benchmarks; and
 - Demonstrate the business will likely provide a living wage.
 - Adhere to the Clallam County Supported Self-Employment Manual.

3. Provider employment staff will attend the annual assessment and case manager PCSP development meeting, when properly notified with at least two weeks' advance notice, for each participant the provider serves.
4. All participants will be contacted by the Provider according to participant need or at least once per month.
5. At least 40 documented hours of County-approved training per Fiscal Year (July 1 – June 30) will occur for each FTE staff person who provides services in this modality. The provider shall keep track of all training received for each staff person.
6. It is the Provider's responsibility to inform participants that transportation is not the responsibility of the Provider to supply. Transportation training may include coordination of the multiple transportation services, training the individual in use of public transportation, supports for the individual to obtain a driver's license, walking, bicycling or use of the student's family, friends or co-workers to provide transportation. The Provider shall assess and document in the EP/PR each participant's transportation needs.

The Provider shall assist each participant to access public or specialized transportation for any activity sponsored as a part of Individualized Supportive Employment services. It is expected that public or specialized transportation will be utilized, except as detailed in the transportation plan. The cost of transportation is included in the fee for service that a Provider receives.

7. If no other viable transportation options are available, the Provider may transport participants in Provider or employee vehicles provided that:
 - Provider complies with the automobile insurance requirement set forth in the Provider Contract;
 - Automobile insurance specifically indicates that the provider is covered for transporting clients;
 - Transportation Assessment and Plan indicates this is the only feasible mode of transportation; and
 - DDA Case Manager agrees to the Transportation Assessment and Plan.

B. COMMUNITY INFORMATION & EDUCATION (568.40) AND COUNTY MILLAGE FUNDS

The Provider shall, under BARS code 568.40, provide services as follows:

Community Information & Education refers to costs incurred by the program for activities to inform and/or educate the general public about developmental disabilities and related services. Includes information and referral services, activities aimed at promoting public awareness and involvement; community consultation, capacity building and organization activities.

In addition, Provider may use Community and Education and Millage funds to accomplish any of the following certifications and/or trainings that support professional development that enables staff to support individuals with developmental disabilities:

Certification as Certified Professional Employment Professionals (CESP)

Assist Clallam County in creating a more effective and professional team of job coaches/developers for persons with developmental disabilities. Increase capacity of local agencies to meet the employment needs of individuals with developmental disabilities. Increase effectiveness in placing and supporting individuals with developmental disabilities as employees in local businesses.

Submit proof of successful passage of the CESP certification exam. One page summary report documenting date, time and location of exam with notification of passage of the exam.

APSE or Other Employment Appropriate National Convention Training

Provider must get approval from County, in writing, of the intended Convention or Conference wanting to attend. Upon approval, Provider shall provide county with all applicable backup documentation for reimbursement. This includes but is not limited to conference agenda, receipts for travel reimbursement, any handouts applicable to the training or conference, and any other documentation required or requested by the County.

Other Trainings and/or Professional Development

Other trainings and professional development opportunities may be approved (requires prior written approval by the County) and reimbursed that support the Provider access and attain new or continued knowledge that increases the staff's effectiveness in securing, supporting or improving the employment status of client served by Provider.

C. COUNTY MILLAGE FUNDS: SCHOOL DISTRICT TRANSITION SERVICES

Provide Transition services for eligible students authorized by the applicable School District between the ages of eighteen and twenty-one when selected by the student and their family, and referred by the School District. Transition services shall promote collaboration among DVR, school district, county, DDA, and community agencies that support the transition of students from school to employment and/or post-school activities leading to employment, including career exploration.

Transition services will include the following:

1. Collaborate with School District staff and keep them informed of activities, progress and timelines as outlined in the IEP;
2. Effectively communicate with the student's family and their case manager also informing them of activities, progress and timelines as outlined in the IEP;
3. Develop individualized vocational services plan when needed;
4. Develop individualized budget to implement the vocational services plan and submit to District Administrator and County staff for approval,
5. Work closely with School District staff for purposes of transportation needs and other supports; and
6. Provide monthly written progress reports with all billings to the County that include:
 - Name of School District
 - Students name;
 - Direct service hours to the student;
 - Dates and hours of service on behalf of the student including but not limited to scheduling transportation, name and date employer(s) contacted (initial and follow-up) and job development;
 - Student's wages earned;
 - Hours worked; and
 - Progress on work skills and behaviors as identified and outlined on IEP.

7. Approval of billing invoices require the submittal of a monthly progress report and documentation of service dates and hours provided on the County approved form. Billings must be submitted within 45 days of the last day of the service month to be considered for payment.
8. Services during July and August must be approved by the IEP team and the School District. The school will determine if Extended School Year (ESY) is available for these services and will notify the County in writing of any such approval. A new CSA will be written to cover services during the months of July and August.
9. Students will not be transported in private staff vehicles. Transportation training may include coordination of the school's transportation services, training the individual in use of public transportation, supports for the individual to obtain a driver's license, walking, bicycling or use of the student's family to provide transportation.
10. The Provider shall assess and document in the Transportation Assessment and Plan each participant's transportation needs. The Provider shall assist each participant to access public or specialized transportation for any activity sponsored as a part of Transition services. It is expected that public or specialized transportation will be utilized, except as detailed in the transportation plan. The cost of transportation is included in the fee for service that a Provider receives
11. If no other viable transportation options are available, the Provider may transport participants in Provider or employee vehicles provided that
 - Provider complies with the automobile insurance requirement set forth in the Provider Contract;
 - Automobile insurance specifically indicates that the provider is covered for transporting clients;
 - Transportation Assessment and Plan indicates this is the only feasible mode of transportation; and
 - DDA Case Manager agrees to the Transportation Assessment and Plan.

10. CLIENT'S INDIVIDUALIZED PLAN:

The Client's DDA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, the County, guardian and others as appropriate.

Provider shall complete the client's plan within 30 days of service and provide a semi-annual progress report six months after the initial report. The plan shall include the outcomes of activities being provided to the client and reports shall be given to the client, the County, the CRM, guardian, and others as appropriate. The report will summarize the progress made towards the Client's individualized goals.

Failure to submit ER/PR within the appropriate time lines will result in billing not being processed until the plans are completed.

All Clients will be contacted by their service provider according to Client need and at least once per month.

If Clients in Individual Employment have not obtained paid employment at minimum wage or better within **six (6) months**, the Provider and County will assure the following steps are taken:

- (a) Review the progress toward employment goals;
- (b) Provide evidence of consultation with the Client/guardian; and
- (c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The Client may request to participate in Community Inclusion activities or the Client may choose to remain in an employment program. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

11. SETTINGS:

Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

- (a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;
- (b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
- (c) The setting provides opportunities to seek employment and work in competitive integrated settings; and
- (d) The setting facilitates individual choice regarding services and supports, and who provides them.

12. PROVIDER RESPONSIBILITIES:

For State funded services, the Provider agrees to serve only persons referred by DDA who are eligible for direct client services under this Provider Contract. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. The Provider agrees to consider participants for service acceptance upon receipt of referral from County. All referred clients will have the opportunity to participate in vendor interviews and self-select the provider of their choice after interviews. A client may also self-select and waive their participation in interviews but the appropriate form must be completed and signed indicating their selection.

The Provider agrees to provide authorized services, participate in conferences and consult with State DDA Case Managers and County staff to implement changes in participant services if needed. Any change in a participant service including a change in hours of service, will be preceded by an approved and signed County Authorization Form (CSA).

The Provider will clearly communicate to the client, prior to beginning services, the minimum and maximum service hours per month they can expect to receive. The amount of service hours a client receives is based upon his/her demonstrated need, acuity level, work history and documented special conditions per the Services Level Guidelines. If a change in the minimum and/or maximum service hour(s) is expected, the Provider will inform the client prior to the change. The client minimum and maximum service hour(s) ARE reflected in the County Service Authorization and updated planned rates information will not exceed the client's DDA PCSP. The amount of service the client receives should match the County Service Authorization and updated Planned Rates information.

The Provider will have at least one hour of face-to-face contact with each client they are authorized to serve. This contact must consist of at least one hour per month in order to bill for services during that month.

Services and programs shall be provided consistent with related RCW, WAC, Clallam County Program Contract and County Mandatory Requirements.

13. PROGRAM/SERVICE FUNDING AND RATES:

Funding for services is a fee for service method of payment with each unit billed in accordance with the descriptions below.

<u>STATE FUNDS:</u>	
	<i>Individual Supported Employment</i>
	<i>Community Information and Education</i>
<u>COUNTY MILLAGE FUNDS:</u>	
	<i>Port Angeles School District Transition Services</i>
	<i>Sequim School District Transition Services</i>
	<i>Quillayute Valley School District Transition Services</i>
	<i>Continuing Education and Training</i>

Individual Supported Employment Rate Schedule:

SERVICE CODE	SERVICE UNIT	UNIT RATE
568.64	1 unit = 1 hour	\$72.00/hour**
**Beginning March 1, 2021 through June 30, 2021 Individual Employment Services (ISE) will not exceed \$105.00/hour.		
	1 hour = at least 50 minutes	
	1 hour = 1 staff hour dedicated to securing, attaining and/or maintaining an Individual Supported Employment option on behalf of eligible and authorized participants of DDA.	
	The Provider may bill for as small as quarter units.	

Community Information and Education:

568.40 Community Information and Education:

Provider, with prior written approval from County, may attend or provide community information and trainings that further the education of the community and/or staff regarding the inclusion of individuals with developmental disabilities into the workforce and/or community. Provider must provide the required documentation of attendance and expenses per county policy and request of the county before reimbursement.

The Total Maximum Compensation for completion of all Community Information and Education payment points shall not exceed **\$3500.00**

High School Transition Services

SERVICE CODE	SERVICE UNIT	UNIT RATE
County Millage	1 unit = 1 hour Maximum 20 hours per month 1:1 Ratio Only	\$60.00/hour \$1200.00/month

14. **PAYMENT, BILLING AND REPORTS:**

Billing shall be submitted no later than the 10th day of the month, following the month in which such expenses were incurred. Billing in December shall be submitted no later than the 3rd day of the month for services provided in November. Later submissions in December will result in payments delayed until the end of January. The County shall pay for services once a month.

Billing reports must be submitted electronically in accordance with requirements of the Washington State AWA Billing System. No payments will be made to the Provider until a timely and accurate billing report is received by the County. Billing reports requiring corrections must be completed and resubmitted by the 15th day of the month. Failure to satisfy such requirements may result in a delay in payment.

Providers must mail a Contract Certification form with an original signature each month when they submit their billing reports electronically. This form must be received in the County office by the 15th day of the month. No payments will be made to the Provider until this form is received by the County. Failure to satisfy such requirements may result in a delay in payment.

A current Clallam County CSA must be in effect for each participant. Billing for services shall not exceed authorized amounts as indicated on the current form. Authorized units of service are pristine to the individual participant as assigned and noted on the Form. No sharing of hours between participants is allowed.

All initial invoices with documentation must be received by the County within 45 calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation including re-posted billing information will be accepted throughout the fiscal year and long as they are received within 45 calendar days of the associated fiscal year. Payment will

not be made on any invoice submitted past 45 calendar days after the program agreement fiscal year.

Late or corrected bills and accompanying documentation will be accepted up until 30 calendar days after the associated contract fiscal year. Payment will not be made on any bill submitted past the 30 calendar days of the associated contract fiscal year.

Client services shall not be reimbursed under this Provider Contract when the same services are paid for under the Rehabilitation Act of 1973 (DVR), Public Law 94-142 (Public Education), or any other source of public or private funding.

15. SERVICE STANDARDS:

All providers of employment/day program services contracting with Clallam County to serve eligible individuals with developmental disabilities shall meet the following qualifications:

- Compliance with APSE CESP Code of Conduct, Sections 1 and 3 regardless of certification status;
- Assurance that potential conflict of interest (real or apparent) will not arise. Such a conflict would arise when the employee, officer or agent, any member of immediate family, guardian/decision-maker, or an organization which employs, or is about to employ, any of the above has financial or other interest in the client.
- Documentation of experience, knowledge and performance in providing services to individuals with developmental disabilities will be maintained.
- The following indicators will be incorporated into an agency's overall written performance plan and the agency will document progress over time. An employment service performance plan must include for each acuity level, the following client data:
 - i. Number of new jobs
 - ii. Number of jobs lost and reason for job loss;
 - iii. Percentage of clients employed earning minimum wage or higher; and
 - iv. Average number of hours worked by client.
- Documented history of working cooperatively with community-based organizations including employers, the Division of Vocational Rehabilitation (DVR) and schools;
- Demonstrated methods for providing services based on individual needs as outlined in a client's plan;
- Commitment to support integration of individuals with developmental disabilities with people who are not disabled;
- The administrative capabilities necessary to safeguard public funds including: maintaining accurate accounting books, records, documents and other materials relevant to the provision of goods and services;
- A management system that provides for systematic accumulation, filing and retention of timely reports to the County, DDA and/or for federal audits;
- Adequate internal control systems: The Provider will maintain written policy procedural manuals for information systems, personnel and accounting/finance in sufficient detail such that, operations can continue should staffing change or absences occur;

- Compliance with the qualifications outlined in DDA Policy 6.13, Program Provider Qualifications;
- To be a qualified service provider of employment services, an agency must employ at least one or more individuals who:
 1. Have at least two years of experience – or an Employment Professional Certificate from Highline Community College or CESP Certification and one year of experience - related to the employment services the agency provides to DDA clients;
 2. Experienced staff who have documented current training and/or continued education on best employment practices. Additionally experienced staff must have the skill and ability to impart this information to frontline/direct line staff and maintain evidence of doing so.
 3. Staff core competencies will include the following at minimum:
 - Developing, obtaining, and maintaining community-based employment placements with minimum wage compensation or greater;
 - Conducting Discovery assessments;
 - Goal and career planning;
 - Job preparation;
 - Job development;
 - Work place and job analysis;
 - Job Coaching, including task design and training, support strategies, and natural support;
 - Documenting goals and writing reports clearly; and
 - Knowledge of Social Security benefits.
- Ensures that direct service staff are 18 years of age or older, have received training and have documented knowledge in the following areas:

Prior to working with clients:

1. Client Confidentiality;
2. Current individual instruction and support plans for each client with whom the employee works;
3. DDA Policy 4.11 Working Age Adult (adult services only);
4. DDA Policy 5.06 Client Rights;
5. DDA Policy 5.13 Protection from Abuse; Mandatory Reporting
6. DDA Policy 6.08 Mandatory Reporting Requirements for Employment and Day Program Service Providers
7. DDA Policy 9.03 Employee Protection from Bloodborne Pathogens
8. DDA Policy 9.07 HIV & AIDS
9. DDA Policy 12.01 Incident Management
10. DD Policy 13.01 Public Disclosure of Records and Safeguarding of Confidential Information
11. DDA Policy 14.01 Environmental Safety (First Aid/CPR)
12. Competencies including:
 - Values that support the abilities of each individual
 - Effective Communication – The ability to effectively listen and to make one's self understood
 - Planning methods
 - Crisis Prevention and Intervention

Within One Month of Employment Start Date:

Overview of DDA Policies, including:

1. DDA Policy 3.01 Service Plans

2. DDA Policy 5.03 Client Complaints
3. DDA Policy 5.17 Physical Intervention Techniques

Within Three Months of Employment Start Date:

2. Program skill development
3. DDA Policy 5.02 Necessary Supplemental Accommodation
4. DDA Policy 5.05 Limited English Proficient Clients
5. DDA Policy 5.14 Positive Behavior Support
6. DDA Policy 5.15 Use of Restrictive Procedures
7. DDA Policy 13.04 Access to Client Records Maintained by DDA

- Ensures that all direct service staff review new and updated County and DDA policies when issued. Staff review will be documented in provider's file.
- Ensures that direct service staff are licensed or registered when appropriate/required.
- Proof of background criminal history clearance in accordance with RCW 43.43. 830-845, RCW 74.15-030 and Chapter 388-06 WAC on all staff. A background history clearance is required every three years for all employees, sub-contractors and/or volunteers who may have unsupervised access to vulnerable DDA clients. If the Provider elects to hire or retain an individual after receiving notice that the individual has a conviction for an offense that would disqualify the individual from having unsupervised access to vulnerable adults as defined in RCW 74.32, then the County shall deny payment for any subsequent services rendered by the Provider. The DSHS Background Check Central Unit (BCCU) must be used to obtain background clearance.
- The Provider and all their staff members are mandated reporters under RCW 74.34.020(1) and must comply with reporting requirements described in RCW 74.34.035, RCW 74.34.040 and RCW 26.44. If the County is notified that a Provider staff member is cited or on the registry for a substantiated finding, then that staff member will be prohibited from providing services under the Clallam County Provider Contract.
- The Provider will assure adequate staffing levels to provide services all services and when staffing is not adequate, and will inform the County when staffing is not adequate to serving potential clients.

GENERAL TERMS & CONDITIONS

1. SCOPE OF PROVIDER'S SERVICES

The Provider agrees to provide to the County services and any materials set forth in the Special Terms & Conditions [Exhibit "A"] during the Contract period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Contract.

2. ASSIGNMENT

The Provider may not assign any of the Provider's Contract rights or obligations to a third party without the prior, written consent of the County and the written assumption of the Provider's obligations by the third party.

3. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the Contract, the Provider shall comply with all applicable federal, state and local laws, regulations, and rules.

4. CONFIDENTIALITY OF PARTICIPANT INFORMATION

- a. The Provider shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the Provider's performance of the services contemplated hereunder, except:
 - (1) As provided by law; or
 - (2) In the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Provider shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Provider to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - (1) Each Provider will have a written policy for the appropriate use, storage, disclosure, modification and loss of Confidential Information in all formats and all staff will be trained in this policy. Documentation of training will be maintained by Provider.
 - (2) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (3) Physically securing any computers, documents, portable devices such as smart phones, tablets, flash memory devices, portable hard disks and laptop/notebook/netbook computers if those items or other media containing Confidential Information may be transported out of a Secured area. . Data will not be stored on portable devices or media unless:
 - i. It is appropriately encrypted with a key length of at least 128 bits;
 - ii. Control access to devices with a Unique User ID and Hardened Password or stronger authentication method;
 - iii. Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity. Maximum period of inactivity is 20 minutes.
 - iv. Properly inventoried and controlled;
 - v. Stored in a secured area.
 - vi. Under the control of Contractor staff at all times when in an unsecured location.

- (4) Ensuring the security of Confidential Information transmitted via fax (facsimile) by:
 - i. Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - ii. Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - iii. Verifying after transmittal that the fax was received by the intended recipient.
 - (5) When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - i. Transporting the data within the (State Government Network) SGN or Contractor's internal network, or;
 - ii. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public internet.
 - (6) When transporting six (6) or more records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate:
 - i. Use a Trusted System
 - ii. Encrypt the Confidential Information, including:
 - (a) Encrypting email and/or email attachments which contain Confidential Information
 - (b) Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
 - (7) Send paper documents containing Confidential Information via a Trusted System. When not in use, such records must be stored in a locked container such as a file cabinet, locking drawer or safe in a secured area accessible only to authorized personnel.
 - (8) DSHS data may be stored on portable or non-portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery process. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If so, such media will be protected as otherwise described in this contract. If this media is retired while DSHS Confidential Information still exists upon it, that data will be destroyed at that time in accordance with the approved destruction methods obtained from the County contact identified on the cover page of this Contract.
- c. DSHS Data must be desegregated or otherwise distinguished from non-DSHS data. This is to ensure that when no longer needed by Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation:
- (1) DSHS Data will be kept on media which will contain no non-DSHS Data. And/or,
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS Data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically separated from non-DSHS Data in a drawer, folder or other container.
 - (6) When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS Data with which it is comingled must be protected as described in the preceding paragraphs.
- d. Upon request of the County or at the end of the Contract term, or when no longer needed, the Provider shall return the Confidential Information or certify in writing that the Provider employed a DSHS approved method to destroy the information. The Provider may obtain information regarding approved destruction methods from the County contact identified on the cover page of this Contract.

e. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping or incineration.

5. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the County Coordinator and DSHS Contact designated on the contract within one (1) business day of discovery. The Provider must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by the county, law or DSHS. PROVIDER CERTIFICATION REGARDING ETHICS

The Provider certifies that the Provider is in compliance with RCW Chapter 42.23 and 42.20; and shall comply with said RCW Chapters throughout the term of the Contract.

6. PROVIDER NOT AN EMPLOYEE OF COUNTY

The Provider's services shall be furnished by the Provider as an independent Provider and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

For purposes of the Contract, the Provider acknowledges that the Provider is not an officer, employee, or agent of the County. The Provider acknowledges that the entire compensation for this Contract is specified in Special Terms & Conditions [Exhibit "A"] and the Provider is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Provider represents that it maintains a separate place of business, serves participants other than the County, will report all income and expense accrued under this Contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent Provider relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Provider agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any overpayments be made to the Provider pursuant to this Contract, the Provider agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Provider, its officers, employees and/or agents, shall not be entitled to any benefits which Clallam County provides to its employees.

7. NO GUARANTEE OF EMPLOYMENT

The performance of all or part of this Contract by the Provider shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Provider or any employee of the Provider or any Subcontractor or any employee of any Subcontractor by the County at the present time or in the future.

8. REGULATIONS AND REQUIREMENTS

This Contract shall be subject to all federal, state and local laws, rules, and regulations.

9. RIGHT TO REVIEW

This Contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Each subcontractor will be evaluated at least once per contract biennium. The evaluation system will incorporate Quality Assurance items and Quality Improvement measures incorporated with it. A copy of this evaluation system shall be made available to all subcontractors and the DDA upon request. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Contract and its performance, and any and all communications with or evaluations by service recipients under this Contract. The Provider shall preserve and maintain all financial records and records relating to the performance of work under this Contract for six (6) years after Contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

The Provider shall maintain records sufficient to:

- a. document performance of all acts required by statute, regulation, rule, or the Contract;
- b. substantiate the provider's statement of its organization's structure, tax status, capabilities, and performance;
- c. demonstrate accounting procedures, practices and records which sufficiently and properly document the Provider's invoices to the County and all expenditures made by the Provider to perform as required by the Contract; and
- d. establish and maintain adequate internal control systems: The Provider will maintain written policy/procedural manuals for information systems, personnel, and accounting/finance in sufficient detail that, operations can continue should staffing change or absences occur.

Documentation, books, records, and other evidence shall be kept at the company's Clallam County Office and will be available for examination by the County at reasonable times.

10. MODIFICATIONS

Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. TERMINATION FOR DEFAULT

The County may terminate the Contract in whole or in part, by written notice to the Provider, if the County has a reasonable basis to believe that the Provider has:

- failed to meet or maintain any requirement for contracting with the County;
- failed to perform under any provision of the Contract;
- becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors; and/or
- otherwise breached any provision or condition of the Contract.

Before the County may terminate the Contract, the County may, by depositing written notice to the Provider in the U.S. Mail, postage prepaid, terminate the Contract, and at the County's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Provider shall not be entitled to receive any further payments under the Contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Provider. The Provider agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

However, the County may terminate the Contract without written notice and without opportunity for correction, if the County has a reasonable basis to believe that the Provider has failed to

ensure the health or safety of any participant for whom services are being provided under the Contract or the Provider has violated any law, regulation, rule, or ordinance.

If a notice of termination for default has been issued and it is later determined for any reason that the Provider was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience paragraph hereof.

12. TERMINATION FOR CONVENIENCE

The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interest of the County. Whenever the Contract is terminated in accordance with this paragraph, the Provider shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by the County.

The Provider may terminate the Contract by giving the County at least thirty (30) calendar days' written notice addressed to: Director, Clallam County Department of Health and Human Services, 111 E. 3rd Street, Port Angeles, WA 98362.

13. TERMINATION DUE TO INSUFFICIENT FUNDS

If sufficient funds for payment under this Contract are not appropriated or allocated or are withdrawn, reduced or otherwise limited, the County may terminate this Contract upon five (5) days written notice to the Provider. No penalty or expense shall accrue to the County in the event this provision applies.

14. TERMINATION PROCEDURE

The following provisions apply in the event that this Contract is terminated:

- a. The Provider shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
- b. The Provider shall provide the County with an accounting of authorized services provided through the effective date of termination.
- c. If the Contract has been terminated for default, the County may withhold a sum from the final payment to the Provider that the County determines necessary to protect itself against loss or liability.

15. DEFENSE AND INDEMNITY CONTRACT

The Provider agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, officials, agents and/or employees, from and against any and all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorney's fees and/or costs by reason of any and all claims and demands upon the County, its appointed and elected officers, officials, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Provider, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed and elected officers, officials, agents and/or employees, except only such injury or damage as shall have

been occasioned by the sole negligence of the County, its appointed and elected officers, officials, agents and/or employees. It is further provided that no liability shall attach to the County by reason of entering into this Contract, except as expressly provided herein.

16. INDUSTRIAL INSURANCE WAIVER

With respect to the performance of this Contract and as to claims against the County, its appointed and/or elected officers, officials, agents and/or employees, the Provider expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Contract extend to any claim brought by or on behalf of any employee of the Provider. Along with the other provisions of this Contract, this waiver is mutually negotiated by the parties to this Contract.

17. VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Contract shall be governed by the law of the State of Washington.

18. WITHOLDING PAYMENT

In the event the County Project Manager determines that the Provider has failed to perform any obligation under this Contract within the times set forth in this Contract, then the County may withhold from amounts otherwise due and payable to Provider the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Provider to termination or damages, provided that the County promptly gives notice in writing to the Provider of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Provider of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Provider acts within the times and in strict accord with the provision of the Disputes clause of this Contract. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Provider, (3) to set off any amount paid or incurred from amounts due or to become due the Provider. In the event the Provider obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Provider by reason of good faith withholding by the County under this clause.

19. RIGHTS AND REMEDIES

The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

20. PROVIDER'S COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment received from the Provider concerning this Contract shall be binding upon the Provider, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Provider to fulfill such a commitment shall render the Provider liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Contract, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

21. PATENT/COPYRIGHT INFRINGEMENT

Provider will defend, indemnify and hold harmless the County, its appointed and elected officers, officials, agents and/or employees from and against any and all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its appointed and elected officers, officials, agents and/or employees for damages because of the Provider's alleged infringement of any patent or copyright. The Provider will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, officials, agents and/or employees in any action. Such defense and payments are conditioned upon the following:

- a. That Provider shall be notified promptly in writing by County of any notice of such claim.
- b. Provider shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

22. DISPUTES

- a. The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.
- b. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County Coordinator at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Coordinator shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Coordinator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Coordinator are in error.
 - (1) In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The original written materials will be submitted to the County Coordinator, who will then deliver the materials to a Dispute Resolution Board as described below. Copies of all written materials will be served upon the parties.
 - (2) If an appeal of the County Coordinator decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member. The Dispute Resolution Board will then attempt to resolve the dispute based upon the written materials provided by the County Coordinator.
 - (3) Reviews of the Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

- c. Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Coordinator or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
- d. Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

23. OWNERSHIP OF ITEMS PRODUCED

All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Provider and/or its consultants or Subcontractors, in connection with the performance of this Contract shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Provider and/or its agents shall have no ownership or use rights in the work.

24. RECOVERY OF PAYMENTS TO PROVIDER

The right of the Provider to retain monies paid to it is contingent upon satisfactory performance of this Contract, including the satisfactory completion of the project described in the Special Terms & Conditions [Exhibit "A"]. In the event that the Provider fails, for any reason, to perform obligations required of it by this Contract, the Provider may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Provider for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per annum from the time the County Project Manager demands repayment of funds.

25. PROJECT APPROVAL

The extent and character of all work and services to be performed under this Contract by the Provider shall be subject to the review and approval of the County Project Manager. For purposes of this Contract, the County Project Manager is:

Name:	Kelley Lawrence
Title:	Developmental Disabilities Program Coordinator
Address:	111 E. 3 rd Street; Port Angeles, WA 98362
Telephone:	360-417-2407
E-mail:	klawrence@co.clallam.wa.us
Phone:	360-417-2407

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Provider's right to appeal that decision as provided herein.

26. NON-DISCRIMINATION

The Provider shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

27. SUBCONTRACTORS

This is a fee-for-service Contract and the Provider will not enter into subcontracts for any of the work expected by this Contract without first obtaining review and written approval of the subcontract by the County.

In the event that the Provider employs the use of any Subcontractors with the written approval of the County, the Contract between the Provider and the Subcontractor shall provide that the Subcontractor bound by the terms of this Contract between the County and the Provider. The Provider shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

28. THIRD PARTY BENEFICIARIES

This Contract is intended for the benefit of the County and Provider and not for the benefit of any third parties.

29. STANDARD OF CARE

The Provider shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Provider currently practicing under similar circumstances. The Provider shall, without additional compensation, correct those services not meeting such a standard.

30. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Contract unless a more specific time period is set forth in either the Special Terms & Conditions or Scope of Work

31. NOTICE

Except as set forth elsewhere in the Contract, for all purposes under this Contract, except service of process, any notices shall be given by the Provider to the County Project Manager. Notice to the Provider for all purposes under this Contract shall be given to the person executing the Contract on behalf of the Provider at the address identified on the signature page.

32. SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

33. PRECEDENCE

In the event of an inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- Applicable federal, state, and local law, regulations, rules, and ordinances;
- the DSHS Basic Agreement;
- this Contract, including Exhibits;
- these General Terms & Conditions; and
- any document incorporated in the Contract by reference.

34. WAIVER

Waiver of any breach or condition of this Contract shall not be deemed a waiver of any prior to subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

35. ATTORNEY FEES

In the event that litigation must be brought to enforce the terms of this Contract, the prevailing party shall be entitled to be paid reasonable attorney fees.

36. CONSTRUCTION

This Contract has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

37. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Provider is out of compliance with any of the terms or conditions of this Contract, the following process will be pursued:

- a. The County's DD Coordinator notifies the appropriate Provider staff of the potential non-compliance and an agreeable solution is reached.
- b. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and Provider shall meet and discuss areas of contention and attempt to resolve the issues involved.

The County will provide by registered mail to the Provider's Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

- c. Within twenty (20) calendar days of the date the written notification was mailed, a discussion between County and the Provider's Director of Board designee of the areas of non compliance or potential non-compliance shall be conducted.
- d. If the County and the Provider cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.
- e. Nothing in this section shall preclude audits by other duly authorized representatives of the County, the Department of Social and Health Services or other departments of State government, nor shall it preclude the recoupment of overpayments identified through those audit procedures.

38. EXECUTION, AMENDMENT AND WAIVER

The Contract shall be binding on the County only upon signature by the County Commissioners. The Contract may only be altered, amended, or waived by a written amendment executed by both parties. Only the County Commissioners have authority to alter, amend or waive the Contract on behalf of the County.

39. INSURANCE

The Provider shall maintain insurance as specified and shall pay for losses for which it is found liable. Without limiting the Provider's indemnification, it is agreed that the Provider shall maintain in force, at all times during the performance of this Contract, a policy or policies of insurance covering its operations and shall in each policy, name the County, its appointed and/or elected officers, officials, agents and/or employees as additional insureds.

The Provider shall maintain continuously during the term of this Contract public liability insurance with limits of liability not less than:

\$ 500,000	each person, personal injury, including death
\$1,000,000	each occurrence, personal injury, including death
\$ 250,000	each occurrence, property damage liability
\$2,000,000	aggregate
\$1,000,000	Errors and Omissions per occurrence
\$2,000,000	Errors and Omissions aggregate

The Provider shall inform the County in writing of any changes in insurance and provide County with a new certificate of insurance within twenty days of the change.

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Provider is required to obtain and maintain pursuant to this Agreement shall be primary over any third-party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third-party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Provider is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Provider and the Provider's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

The County retains the right to withhold payment if the Provider does not provide timely and adequate proof of the insurance required by this Section.

The Provider shall ensure that vehicles used to transport participants as a part of services provided under this Contract are covered by a commercial vehicle insurance policy with a clear indication that clients may be transported by the provider and are covered under the policy. Further, each employee driving clients shall have their personal automobile insurance, driver's license and current driving abstract on file at the Provider's administrative office.

The Provider shall maintain Worker's Compensation coverage as required by the Industrial Insurance Act of the State of Washington.

The Provider agrees to maintain a fidelity bond in the amount of Twenty Thousand Dollars (\$20,000) which covers all individuals responsible for the administration of funds. Evidence of the fidelity bond shall be provided to the County within thirty (30) calendar days of the date of this Contract. The Provider will inform the County in writing of any change in the bond and provide evidence of continuing bonding coverage within thirty (30) calendar days of the change.

40. AUDITS

The Provider shall demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

Except as set forth herein, for contracts up to and including one year in length, an independent financial audit ("audit") of funds shall be performed. For contracts in excess of one year and up to and including two years, an independent financial review ("review") of funds shall be performed in the first year of the Contract and an audit shall be performed in the second year.

The Provider is required to submit to the County a copy of the independent auditor's or reviewer's final report within thirty (30) days following the issuance of the report. Additionally, the Provider shall provide comments on the findings and recommendations in the report, including a plan for Corrective Action.

The Provider will submit their plan for audit or review to the County by **September 1, 2019**, including time frame for completion of audit or review, standards by which they will be audited or reviewed, and the name of the individual or organization who will complete the audit or review, the Provider's total federal funding, and determination of the applicability of a Single Audit.

Audits and reviews must be submitted within the time frame described in the Provider's plan. Any audit or review must be in accordance with all applicable Federal and State statutes, as well as the State to County Basic Agreement.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Audits and reviews shall be conducted to determine compliance with the rules and regulations of each program service. In accordance with RCW 74.09.200, only those participant records or portions thereof, for which services were reimbursed by the County may be examined.

If the Provider is a subrecipient of federal awards as defined by the Office of Management and Budget (OMB), the Provider shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance numbers. The Provider shall make the Provider's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DSHS and the County. The Provider shall incorporate audit requirements into all contracts between the Provider and its Subcontractors who are subrecipients. The Provider shall comply with any future amendments to the Federal Code of Regulation for Single Audits and any successor or replacement Circular or regulation.

If the Provider expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Provider shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Provider shall submit to the County contact person the data collections form and reporting package specified in the Federal Code of Regulation for Single Audits, reports required by the program specific audit guide, if applicable, and a copy of any management letters issued by the auditor.

Based upon findings of an audit, review, investigation, field visit, examination, or other proceedings, the County may order repayment of excess benefits or payments, plus interest on excess benefits and may assess civil penalties. Civil penalties may be assessed in an amount not to exceed three times the amount of excess benefits or payments as defined by RCW 74.09.210-280 for fraudulent or abusive practices.

41. TREATMENT OF ASSETS PURCHASED BY PROVIDER

Except as provided in the Contract, title to all assets (property) purchased or furnished by the Provider is vested in the Provider and the County waives all claim of ownership to such property.

42. TREATMENT OF PARTICIPANT ASSETS

Except as otherwise provided by court order, the Provider shall ensure that any participant for whom the Provider is providing services under the Contract shall have unrestricted access to the participant's personal property. The Provider shall not interfere with the participant's ownership, possession, or use of such property. Upon termination of the Contract, the Provider shall immediately release to the participant all of the participant's personal property.

43. TREATMENT OF COUNTY ASSETS

Except as otherwise provided in the Contract, title to all assets (property) purchased or furnished by the County for use by the Provider during the Contract term shall remain with the County. During the term of the Contract, the Provider shall protect, maintain, and insure all County property in the Provider's possession against loss or damage.

44. TITLE XIX WAIVER PROVISIO

Participants identified as covered under Division of Developmental Disabilities' home and community-based waiver programs shall not be funded under this Contract when services are available from the Division of Vocational Rehabilitation under PL 94-142, Title V, Section 504 of the Rehabilitation Act of 1973 or under Social Security programs which assist with employment options under PL 99-643, Section 1619(a) Employment Opportunities for Disabled Americans Act, 1986, PASS or IRWE plans.

The Provider assures that documentation is on file with the County assigning to the County its Medicaid billing rights for services to participants eligible under DDA's home and community-based waivers. Such services must be purchased no differently from the way services are purchased for participants not eligible under the waiver. Services must be purchased on a Fee for Service basis to satisfy the Title XIX Contract.

45. HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT of 1996 (HIPAA)

In addition to any other confidentiality requirements set forth herein, the Provider shall comply with the following provisions if it constitutes a "business associate" as that term is defined in 45 CFR §160.103, as now or hereafter amended.

- a. The Provider is not authorized to use or further disclose "Protected Health Information" (PHI) as that phrase is defined in 45 CFR § 164.501, as now or hereafter amended, in a manner

that would violate the requirements of 45 CFR § 165.504(e), as now or hereafter amended, if done by the Clallam County, except that:

- (1) The Provider may use and disclose PHI for the proper management and administration of the Provider, as provided in paragraph 45 CFR § 164.504(e)(4); and
 - (2) The Provider may provide data aggregation services relating to the health care operations of Clallam County.
- b. The Provider will:
- (1) Not use or further disclose the information other than as permitted or required by this Contract or as required by law;
 - (2) Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Contract;
 - (3) Report to Clallam County any use or disclosure of the information not provided for by this Contract of which it becomes aware;
 - (4) Ensure that any agents, including a Subcontractor to whom it provides PHI received from, or created or received by the Provider on behalf of, Clallam County agrees to the same restrictions and conditions that apply to the Provider with respect to such information;
 - (5) Make available PHI in accordance with 45 CFR § 164.524;
 - (6) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;
 - (7) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - (8) Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Provider on behalf of, Clallam County available to the Secretary for purposes of determining Clallam County's compliance with this subpart; and
 - (9) At termination of the Contract, if feasible, return or destroy all PHI received from, or created or received by the Provider on behalf of, Clallam County that the Provider still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- c. In addition to any other termination clause herein, this Contract may be terminated by Clallam County if Clallam County determines that the Provider has violated a material term of this provision.
- d. The Provider may use the information it has received in its capacity as a business associate to Clallam County, if necessary:
- (1) For the proper management and administration of the Provider; or
 - (2) To carry out the legal responsibilities of the Provider.
- e. The Provider may disclose the information it has received in its capacity as a business associate for the purposes described in 4 of this section, if:
- (1) The disclosure is required by law; or
 - (2) (a) The Provider obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
(b) The person notifies the Provider of any instances of which it is aware in which the confidentiality of the information has been breached.

46. SURVIVAL

Without being exclusive, Paragraphs 7, 10, 16-22, 24-25 and 34-37 of these General Terms & Conditions shall survive any termination, expiration or determination of invalidity of this Contract in whole or in part. Any other Paragraphs of this Contract which, by their sense and context, are intended to survive shall also survive.

47. ENTIRE CONTRACT

This written Contract represents the entire Contract between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

48. DEBARMENT CERTIFICATION

The Provider, by signature to this Agreement, certifies that the Provider is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

49. BACKGROUND/CRIMINAL HISTORY CHECK

A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS participants, in accordance with RCW 43.43.830-845, RCW 74.15.030 and chapter 388.06 WAC. Character Competence and Suitability Reviews, if required, will be updated every three years.

If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the County shall deny payment for any subsequent services rendered by the disqualified individual provider.

It is required that the DSHS Background Check Central Unit (BCCU) be utilized to obtain background clearance.

50. REPORTING ABUSE AND NEGLECT

The Provider and its subcontractors under this contract will comply with RCW 74.34 and RCW 26.44 to the extent required by law. If the County is notified by DSHS that a Provider (or any of their staff, volunteers or authorized agents) is cited or on the registry for a substantiated finding, then associated staff will be prohibited from providing services under this contract.

Data Security Requirements

1. Definitions. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. **“AES” means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).**
 - b. **“Authorized Users(s)” means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.**
 - c. **“Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).**
 - d. **“Cloud” means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, O365, and Rackspace.**
 - e. **“Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred and required to be implemented by 6/30/2020) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.**
 - f. **“Hardened Password” means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.**
 - g. **“Mobile Device” means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.**
 - h. **“Multi-factor Authentication” means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim**

to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

- i. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
 - j. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
 - k. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
 - l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
 - m. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/fsa/central-contract-services/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
3. **Administrative Controls.** The Contractor must have the following controls in place:
- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
 - b. If the Data shared under this agreement is classified as Category 4 data, the

Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

- c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.
4. Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Contractor must:
- a. Have documented policies and procedures governing access to systems with the shared Data.
 - b. Restrict access through administrative, physical, and technical controls to authorized staff.
 - c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
 - d. Ensure that only authorized users are capable of accessing the Data.
 - e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
 - f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
 - g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase, which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords.

- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
 - (1) Ensuring mitigations applied to the system do not allow end-user modification. Examples would include but not be limited to installing key loggers, malicious software, or any software that will compromise DSHS data.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples include, but are not limited to RADIUS Microsoft Remote Desktop (RDP) and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point. All Contractors must be in compliance by 6/30/2020.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to

authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
 - (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.
- h. **Data stored for backup purposes.**

- (1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
 - (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:
- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation for your records in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor.
 - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network.
 - (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within the contractor's network.
 - (2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. System Protection. To prevent compromise of systems which contain DSHS Data or through which that Data passes:

- a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

- a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

- b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the DSHS Data is no longer needed, except as noted above in Section 5.b, DSHS Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, incineration, or contractor
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

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4/6/21



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Health and Human Services

WORK SESSION ☒ Meeting Date: March 29, 2021

REGULAR AGENDA ☒ Meeting Date: April 6, 2021

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract 11331-19-PJA, Amendment #1 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This contract amendment is between Clallam County Health and Human Services Developmental Disabilities and Pierce Jones + Assoc. and is a fee modification for Employment and Day direct services between March 1, 2021 and June 30, 2021 and to only spend up to the budget allocated in our Clallam County contract with Washington State DSHS-Developmental Disabilities Administration. This temporary flexibility will support County contracted Employment/Day service providers who are experiencing an increase in costs due to the pandemic.

Rate Schedule (Between March 1, 2021 and June 30, 2021):

- Individual Employment services will not exceed \$105.00/hour

Amendment period date is March 1, 2021 through June 30, 2021.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

No budget impact. Funds are already in the 2021 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please approve and sign.

County Official signature & print name: KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: KELLEY LAWRENCE, K. LoPiccolo

Relevant Departments: HHS

Date submitted: 3/24/21

* Work Session Meeting - Submit 1 single sided/not stapled copy

Agenda Item Summary Pierce Jones 11331-19 Amendment

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

PROVIDER CONTRACT
Pierce, Jones & Associates

This PROVIDER CONTRACT is entered into and effective July 1, 2019 through June 30, 2021 between CLALLAM COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES, hereinafter referred to as "County" and Pierce, Jones & Associates, hereinafter referred to as "Provider".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address: 111 E. 3rd Street
Port Angeles, WA 98362

Main Phone: (360) 417-2407
Fax: (360) 452-9605

Contact Person: Kelley Lawrence, Developmental Disabilities Program Coordinator

Contact Phone: (360) 417-2407

Contact E-Mail: klawrence@co.clallam.wa.us

Provider: Pierce, Jones & Associates
262 W. Bell Street
Sequim, WA 98382

Phone: (360) 582-9965

Fax: (360) 457-1105

E-mail: Karen@piercejones.net

Contact Person: Karen Pierce, Owner

Service Modality: Individual Supported Employment

Individual Technical Assistance

Community Information & Education

County Millage: Sequim School District

Quillayute Valley School District

Port Angeles School District

Funding Authority:

DSHS Basic Agreement #1783-86259

DDA County Services Agreement #1963-57495

DSHS, DDA Home & Community Based

Waiver Program (CMS)

Tax Identification Numbers:

IRS#: 42-1733574

UBI #: 601-944-741

This Contract is comprised of:

Exhibit "A"	Special Terms & Conditions.
Exhibit "B"	General Terms & Conditions.
Exhibit "C"	Data Security Requirements.

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

IN WITNESS WHEREOF, the parties have entered this Contract on this ____ day of _____, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS:

Mark Ozias, Chair

ATTEST:

Loni Gores, Clerk of the Board

Pierce, Jones & Associates: 3.22.2021



Karen Pierce, Owner Date

Approved as to form only



David Alvarez, Chief Civil DPA

SPECIAL TERMS & CONDITIONS

1. **DEFINITIONS:** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. **"Acuity Level"** means the level of an individual's abilities and needs as determined through the DDA assessment.
 - b. **"AWA"** means ALTSA Web Access also referred to as the CMIS.
 - c. **"Additional Consumer Services"** refers to indirect client service types as follows:
Community Information and Education, Training and Other Activities
 - d. **"BARS"** means the Washington State DDA Budget Accounting and Reporting System
 - e. **"Client"** means a person with a developmental disability as defined in Chapter 388-823 WAC who is eligible and active with the Developmental Disabilities Administration or is an identified PASRR client.
 - f. **"CRM"** means the DDA Case Resource Manager
 - g. **"Consumer Support"** refers to direct client service types as follows: Community Inclusion or CI, Child Development Services, Individual Supported Employment, Individualized Technical Assistance, and Group Supported Employment.
 - h. **"CSA"** means County Service Authorization.
 - i. **"County"** means Clallam County, Department of Health & Human Services.
 - j. **"County Millage Services"** means county approved services authorized to be paid by millage funds.
 - k. **"DD"** means developmental disabilities
 - l. **"DDA"** means the Developmental Disabilities Administration within DSHS.
 - m. **"DDA Region"** means the DDA Regional office.
 - n. **"DSHS"** means the Washington State Department of Social and Health Services.
 - o. **"DVR"** means the Washington State Division of Vocational Rehabilitation.
 - p. **"General Terms and Conditions"** means the contractual provisions contained with that agreement, which govern the contractual relationship between DSHS and the county and it's subcontractor(s).
 - q. **"HCBS"** means the Medicaid Home and Community Based Services.
 - r. **"PASRR"** means Preadmission Screening and Resident Review.
 - s. **"PCSP"** means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.
 - t. **"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, drivers license numbers, other identifying numbers, and any financial identifiers.
 - u. **"Quality Assurance"** means an adherence to all Contract requirements, including DDA Policy 6.13, *Employment/Day Program Provider Qualifications*, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.
 - v. **"Service Provider"** is a qualified client service vendor who is contracted to provide Employment and Day Program services.
 - w. **"Subcontractor"** is the service provider contracted by the County to provide services.
 - x. **"RCW"** means Revised Codes of Washington.
 - y. **"WAC"** means Washington Administrative Code.

2. TERM OF CONTRACT:

Term of this contract shall be July 1, 2019 through June 30, 2021.

3. PURPOSE:

This Contract is entered into between County and Pierce, Jones & Associates in accordance with chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

4. CLIENT ELIGIBILITY:

Client eligibility and service referral are the responsibility of DDA under chapter 388-823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct client services under this contract. It is DDAs responsibility to determine and authorize the appropriate direct service(s) type. Direct client services provided without authorization by DDA or the County are not reimbursable under this Contract.

5. PROVIDER QUALIFICATIONS:

Provider assures they meet the qualifications as outlined in the DDA Policy 6.13, ***Program Provider Qualifications***.

6. HOME AND COMMUNITY BASED WAIVER SERVICES ASSIGNMENT OF MEDICAID BILLING RIGHTS:

Provider agrees to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Contract. Written documentation shall be available to County upon request.

7. REPORTING ABUSE AND NEGLECT:

The Provider is a mandated reporter under RCW 74.34.020(13) and must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If a Provider staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Contract.

8. PROVIDER WILL FOLLOW ALL APPLICABLE FEDERAL, STATE, AND LOCAL POLICIES AND GUIDELINES:

DDA policy manual <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>

1992 County Guidelines

(https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c_guidelines.pdf)

DDA Guiding Values

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/DDA%20Guiding%20Values%20Booklet.pdf>

2018-19 Mandatory Requirements

IRS Self-Employment Guidelines

Clallam County Supported Self-Employment Manual

Washington Protection and Advocacy (WPAS) Access Agreement
<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/WPAS.pdf>

APSE CESP Code of Conduct; <http://www.apse.org/wp-content/uploads/docs/CESP%20Candidate%20Handbook.1.12.pdf>

COUNTY BEST PRACTICES: Individual Employment Billable Activities, Community Inclusion Billable Activities, Employment Plan/Progress Form Instructions, Community Inclusion Plan/Progress Form Instructions, Criteria for Evaluation 2019-2021, DDA Self-Employment Guidelines, <https://www.dshs.wa.gov/dda/county-best-practices>

and any other requirements established by the Department of Social and Health Services and the County.

9. SERVICE DESCRIPTION:

A. INDIVIDUAL SUPPORTED EMPLOYMENT (568.64)

The Provider shall, under BARS code 568.64, provide services as follows:

1. Individual Supported Employment services are a part of an individual's pathway to employment and are tailored to individual needs, interests, abilities and promote career development. These are individualized services necessary to help a person with developmental disabilities obtain and continue integrated, individual employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job (per the Individual Employment Phases & Billable Activities).

Clients in an **employment** program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828. Outcomes will be established in accordance with County Guidelines.

This service is available for all adults with developmental disabilities, regardless of severity of disability.

2. Individual Supported Employment can include Supported Self-Employment. Supported Self-Employment, if an applicable goal, must meet the following requirements:
 - Adhere to Washington State DDA Self-Employment Policy Guidelines
 - Determine that the proposed activity is a business according to IRS Guidelines
 - Once it has been determined the activity will meet IRS rules for a business, the self-employed person receiving DDA employment supports will:
 - Demonstrate the individual receiving services owns and operates the business;
 - Provide a Business Plan to the County and DDA demonstrating feasibility as determined by DVR or a neutral, agreed-upon third party business expert;
 - Become licensed if required and follow all local, state, and federal regulations and rules;
 - Establish benchmarks for profitability and demonstrate progress is being made toward reaching those profit benchmarks; and
 - Demonstrate the business will likely provide a living wage.
 - Adhere to the Clallam County Supported Self-Employment Manual.

3. Provider employment staff will attend the annual assessment and case manager PCSP development meeting, when properly notified with at least two weeks' advance notice, for each participant the provider serves.
4. All participants will be contacted by the Provider according to participant need or at least once per month.
5. At least 40 documented hours of County-approved training per Fiscal Year (July 1 – June 30) will occur for each FTE staff person who provides services in this modality. The provider shall keep track of all training received for each staff person.
6. It is the Provider's responsibility to inform participants that transportation is not the responsibility of the Provider to supply. Transportation training may include coordination of the multiple transportation services, training the individual in use of public transportation, supports for the individual to obtain a driver's license, walking, bicycling or use of the student's family, friends or co-workers to provide transportation. The Provider shall assess and document in the EP/PR each participant's transportation needs.

The Provider shall assist each participant to access public or specialized transportation for any activity sponsored as a part of Individualized Supportive Employment services. It is expected that public or specialized transportation will be utilized, except as detailed in the transportation plan. The cost of transportation is included in the fee for service that a Provider receives.

7. If no other viable transportation options are available, the Provider may transport participants in Provider or employee vehicles provided that:
 - Provider complies with the automobile insurance requirement set forth in the Provider Contract;
 - Automobile insurance specifically indicates that the provider is covered for transporting clients;
 - Transportation Assessment and Plan indicates this is the only feasible mode of transportation; and
 - DDA Case Manager agrees to the Transportation Assessment and Plan.

B. INDIVIDUALIZED TECHNICAL ASSISTANCE SERVICES: Benefits Analysis (568.65)

The Provider shall, under BARS code 568.65, provide services as follows:

1. The purpose of this modality of services is to offer supports to assist people with disabilities, their families, friends and allies to:
 - assess, plan and implement a benefits analysis package that will utilize all possible funding sources in order to further the vision of desired employment in the community.
 - inform, educate and support individuals in making informed decisions.
2. Benefits Analysis services are performed for each individual personally based on his/her own set of circumstances. It offers an in-depth review of current benefits status, concerns and future needs. It provides individuals with accurate information about the impact of employment on Social Security cash benefits, medical coverage and work incentives, as well as other public services such as housing assistance, food stamps, etc.

Benefits Analysis services must be provided by trained and certified personnel only. The personnel must be certified as Community Work Incentives Coordinators (CWIC) through an entity authorized by the Social Security Administration.

Services and supports may include, but are not limited to: analysis of benefits based on information provided by participant and appropriate government entities, a report summarizing current situation and recommendations for usage of various public benefits based on three long term management tools (Path to Independence, Income Worksheet, SSDI Process Worksheet). The desired outcome is a Formal Written Analysis.

Providers offering ITA Services: Benefits Analysis shall provide assurance that potential conflicts of interest will not arise. Such a conflict is defined in DDA Policy 6.21 as arising when the Individualized Technical Assistance Provider is a legal representative, a family member, a current service provider or other decision maker for the client. In these instances, the County Coordinator will be notified and an independent provider will be found to provide the service. If no other independent provider can be found, with prior approval the current service provider may be allowed to provide the technical assistance after documenting to the County Coordinator all measures to be taken in the specific situation to assure that a conflict of interest will not exist.

Benefits Analysis services include:

- **Intake Meeting** – The information necessary to conduct benefits analysis is gathered during an initial one-hour meeting with the individual and family.
 - **Information Gathering** – The benefits specialist then obtains additional information from Social Security, other funding agencies and service providers. Collect and study all necessary information.
 - **Formal Written Analysis** – Once all necessary information is collected and studied, a formal, written analysis is prepared which includes a detailed letter, charts, graphs and/or other explanatory materials.
 - **Presentation of Formal Written Analysis** – The analysis is then presented to the individual in a follow-up meeting which provides the opportunity to obtain answers to questions and make requests for help in implementing options, solving additional problems and developing work incentives.
 - **Additional Support** – Depending on the specific needs of individuals, additional support and meetings can be arranged. Every effort is made to provide long range management tools and reference sources to enable individuals to be as independent as possible in managing their benefits.
3. At least 40 documented hours of County approved training will occur for each FTE staff person who provides services in this modality during each fiscal year.

In addition to generic training requirements, the Provider shall ensure that staff working as Benefits Analyzers receive required training to meet the needs of adults referred by DDA who are eligible and waived for direct client employment services under this Contract. Required training consists of, but is not limited to:

- Training and certification as Community Work Incentives Coordinators (CWIC)
- On-going training to maintain CWIC certification.

C. COMMUNITY INFORMATION & EDUCATION (568.40) AND COUNTY MILLAGE FUNDS

The Provider shall, under BARS code 568.40, provide services as follows:

Community Information & Education refers to costs incurred by the program for activities to inform and/or educate the general public about developmental disabilities and related services. Includes information and referral services, activities aimed at promoting public awareness and involvement; community consultation, capacity building and organization activities.

In addition, Provider may use Community and Education and Millage funds to accomplish any of the following certifications and/or trainings that support professional development that enables staff to support individuals with developmental disabilities:

Certification as Certified Professional Employment Professionals (CESP)

Assist Clallam County in creating a more effective and professional team of job coaches/developers for persons with developmental disabilities. Increase capacity of local agencies to meet the employment needs of individuals with developmental disabilities. Increase effectiveness in placing and supporting individuals with developmental disabilities as employees in local businesses.

Submit proof of successful passage of the CESP certification exam. One page summary report documenting date, time and location of exam with notification of passage of the exam.

APSE or Other Employment Appropriate National Convention Training

Provider must get approval from County, in writing, of the intended Convention or Conference wanting to attend. Upon approval, Provider shall provide county with all applicable backup documentation for reimbursement. This includes but is not limited to conference agenda, receipts for travel reimbursement, any handouts applicable to the training or conference, and any other documentation required or requested by the County.

Other Trainings and/or Professional Development

Other trainings and professional development opportunities may be approved (requires prior written approval by the County) and reimbursed that support the Provider access and attain new or continued knowledge that increases the staff's effectiveness in securing, supporting or improving the employment status of client served by Provider.

D. COUNTY MILLAGE FUNDS: SCHOOL DISTRICT TRANSITION SERVICES

Provide Transition services for eligible students authorized by the applicable School District between the ages of eighteen and twenty-one when selected by the student and their family, and referred by the School District. Transition services shall promote collaboration among DVR, school district, county, DDA, and community agencies that support the transition of students from school to employment and/or post-school activities leading to employment, including career exploration.

Transition services will include the following:

1. Collaborate with School District staff and keep them informed of activities, progress and timelines as outlined in the IEP;
2. Effectively communicate with the student's family and their case manager also informing them of activities, progress and timelines as outlined in the IEP;
3. Develop individualized vocational services plan when needed;
4. Develop individualized budget to implement the vocational services plan and submit to District Administrator and County staff for approval,
5. Work closely with School District staff for purposes of transportation needs and other supports; and
6. Provide monthly written progress reports with all billings to the County that include:

- Name of School District
 - Students name;
 - Direct service hours to the student;
 - Dates and hours of service on behalf of the student including but not limited to scheduling transportation, name and date employer(s) contacted (initial and follow-up) and job development;
 - Student's wages earned;
 - Hours worked; and
 - Progress on work skills and behaviors as identified and outlined on IEP.
7. Approval of billing invoices require the submittal of a monthly progress report and documentation of service dates and hours provided on the County approved form. Billings must be submitted within 45 days of the last day of the service month to be considered for payment.
 8. Services during July and August must be approved by the IEP team and the School District. The school will determine if Extended School Year (ESY) is available for these services and will notify the County in writing of any such approval. A new CSA will be written to cover services during the months of July and August.
 9. Students will not be transported in private staff vehicles. Transportation training may include coordination of the school's transportation services, training the individual in use of public transportation, supports for the individual to obtain a driver's license, walking, bicycling or use of the student's family to provide transportation.
 10. The Provider shall assess and document in the Transportation Assessment and Plan each participant's transportation needs. The Provider shall assist each participant to access public or specialized transportation for any activity sponsored as a part of Transition services. It is expected that public or specialized transportation will be utilized, except as detailed in the transportation plan. The cost of transportation is included in the fee for service that a Provider receives
 11. If no other viable transportation options are available, the Provider may transport participants in Provider or employee vehicles provided that
 - Provider complies with the automobile insurance requirement set forth in the Provider Contract;
 - Automobile insurance specifically indicates that the provider is covered for transporting clients;
 - Transportation Assessment and Plan indicates this is the only feasible mode of transportation; and
 - DDA Case Manager agrees to the Transportation Assessment and Plan.

10. CLIENT'S INDIVIDUALIZED PLAN:

The Client's DDA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, the County, guardian and others as appropriate.

Provider shall complete a client's plan within 30 days of service and provide a semi-annual progress report six months after the initial report. The plan shall include the outcomes of activities being provided to the client and reports shall be given to the client, the County, the CRM, guardian, and others as appropriate. The report will summarize the progress made towards the Client's individualized goals.

Failure to submit ER/PR within the appropriate time lines will result in billing not being processed until the plans are completed.

All Clients will be contacted by their service provider according to Client need and at least once per month.

If Clients in Individual Employment have not obtained paid employment at minimum wage or better within **six (6) months**, the Provider and County will assure the following steps are taken:

- (a) Review the progress toward employment goals;
- (b) Provide evidence of consultation with the Client/guardian; and
- (c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The Client may request to participate in Community Inclusion activities or the Client may choose to remain in an employment program. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

11. SETTINGS:

Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

- (a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;
- (b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
- (c) The setting provides opportunities to seek employment and work in competitive integrated settings; and
- (d) The setting facilitates individual choice regarding services and supports, and who provides them.

12. PROVIDER RESPONSIBILITIES:

For State funded services, the Provider agrees to serve only persons referred by DDA who are eligible for direct client services under this Provider Contract. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. The Provider agrees to consider participants for service acceptance upon receipt of referral from County. All referred clients will have the opportunity to participate in vendor interviews and self-select the provider of their choice

after interviews. A client may also self-select and waive their participation in interviews but the appropriate form must be completed and signed indicating their selection.

The Provider agrees to provide authorized services, participate in conferences and consult with State DDA Case Managers and County staff to implement changes in participant services if needed. Any change in a participant service including a change in hours of service, will be preceded by an approved and signed County Authorization Form (CSA).

The Provider will clearly communicate to the client, prior to beginning services, the minimum and maximum service hours per month they can expect to receive. The amount of service hours a client receives is based upon his/her demonstrated need, acuity level, work history and documented special conditions per the Services Level Guidelines. If a change in the minimum and/or maximum service hour(s) is expected, the Provider will inform the client prior to the change. The client minimum and maximum service hour(s) ARE reflected in the County Service Authorization and updated planned rates information will not exceed the client's DDA PCSP. The amount of service the client receives should match the County Service Authorization and updated Planned Rates information.

The Provider will have at least one hour of face-to-face contact with each client they are authorized to serve. This contact must consist of at least one hour per month in order to bill for services during that month.

Services and programs shall be provided consistent with related RCW, WAC, Clallam County Program Contract and County Mandatory Requirements.

13. PROGRAM/SERVICE FUNDING AND RATES:

Funding for services is a fee for service method of payment with each unit billed in accordance with the descriptions below.

STATE FUNDS:

Individual Supported Employment
Individual Technical Assistance
Community Information and Education

COUNTY MILLAGE FUNDS:

Port Angeles School District Transition Services
Sequim School District Transition Services
Quillayute Valley School District Transition Services
Continuing Education and Training

Individual Supported Employment Rate Schedule:

SERVICE CODE	SERVICE UNIT	UNIT RATE
568.64	1 unit = 1 hour	\$72.00/hour**
**Beginning March 1, 2021 through June 30, 2021 Individual Employment Services (ISE) will not exceed \$105.00/hour.		
1 hour = at least 50 minutes		
1 hour = 1 staff hour dedicated to securing, attaining and/or maintaining an Individual Supported Employment option on behalf of eligible and authorized participants of DDA.		

The Provider may bill for as small as quarter units.

Analysis Services Rate Schedule Benefits:

SERVICE CODE	SERVICE UNIT	UNIT RATE
568.65	1 unit = 1 hour	\$72.00/hour**
**Beginning March 1, 2021 through June 30, 2021 Individual Employment Services (ISE) will not exceed \$105.00/hour.		
1 hour = at least 50 minutes		
1 hour = staff hour dedicated to providing services that include intake meetings, information gathering, formal written analysis, presentation of analysis and if needed, additional supports that are geared towards analyzing and planning the usage of Social Security benefits and work incentives.		
The Provider may bill for as small as quarter units.		

Community Information and Education:

568.40 Community Information and Education:

Provider, with prior written approval from County, may attend or provide community information and trainings that further the education of the community and/or staff regarding the inclusion of individuals with developmental disabilities into the workforce and/or community. Provider must provide the required documentation of attendance and expenses per county policy and request of the county before reimbursement.

The Total Maximum Compensation for completion of all Community Information and Education payment points shall not exceed **\$3500.00**

High School Transition Services

SERVICE CODE	SERVICE UNIT	UNIT RATE
County Millage	1 unit = 1 hour	\$60.00/hour
	Maximum 20 hours per month	\$1200.00/month
	1:1 Ratio Only	

14. PAYMENT, BILLING AND REPORTS:

Billing shall be submitted no later than the 10th day of the month, following the month in which such expenses were incurred. Billing in December shall be submitted no later than the 3rd day of the month for services provided in November. Later submissions in December will result in payments delayed until the end of January. The County shall pay for services once a month.

Billing reports must be submitted electronically in accordance with requirements of the Washington State AWA Billing System. No payments will be made to the Provider until a timely and accurate billing report is received by the County. Billing reports requiring corrections must be completed and resubmitted by the 15th day of the month. Failure to satisfy such requirements may result in a delay in payment.

Providers must mail a Contract Certification form with an original signature each month when they submit their billing reports electronically. This form must be received in the County office by the 15th day of the month. No payments will be made to the Provider until this form is received by the County. Failure to satisfy such requirements may result in a delay in payment.

A current Clallam County CSA must be in effect for each participant. Billing for services shall not exceed authorized amounts as indicated on the current form. Authorized units of service are pristine to the individual participant as assigned and noted on the Form. No sharing of hours between participants is allowed.

All initial invoices with documentation must be received by the County within 45 calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation including re-posted billing information will be accepted throughout the fiscal year and long as they are received within 45 calendar days of the associated fiscal year. Payment will not be made on any invoice submitted past 45 calendar days after the program agreement fiscal year.

Late or corrected bills and accompanying documentation will be accepted up until 30 calendar days after the associated contract fiscal year. Payment will not be made on any bill submitted past the 30 calendar days of the associated contract fiscal year.

Client services shall not be reimbursed under this Provider Contract when the same services are paid for under the Rehabilitation Act of 1973 (DVR), Public Law 94-142 (Public Education), or any other source of public or private funding.

15. SERVICE STANDARDS:

All providers of employment/day program services contracting with Clallam County to serve eligible individuals with developmental disabilities shall meet the following qualifications:

- Compliance with APSE CESP Code of Conduct, Sections 1 and 3 regardless of certification status;
- Assurance that potential conflict of interest (real or apparent) will not arise. Such a conflict would arise when the employee, officer or agent, any member of immediate family, guardian/decision-maker, or an organization which employs, or is about to employ, any of the above has financial or other interest in the client.
- Documentation of experience, knowledge and performance in providing services to individuals with developmental disabilities will be maintained.
- The following indicators will be incorporated into an agency's overall written performance plan and the agency will document progress over time. An employment service performance plan must include for each acuity level, the following client data:
 - i. Number of new jobs
 - ii. Number of jobs lost and reason for job loss;
 - iii. Percentage of clients employed earning minimum wage or higher; and
 - iv. Average number of hours worked by client.

- Documented history of working cooperatively with community-based organizations including employers, the Division of Vocational Rehabilitation (DVR) and schools;
- Demonstrated methods for providing services based on individual needs as outlined in a client's plan;
- Commitment to support integration of individuals with developmental disabilities with people who are not disabled;
- The administrative capabilities necessary to safeguard public funds including: maintaining accurate accounting books, records, documents and other materials relevant to the provision of goods and services;
- A management system that provides for systematic accumulation, filing and retention of timely reports to the County, DDA and/or for federal audits;
- Adequate internal control systems: The Provider will maintain written policy procedural manuals for information systems, personnel and accounting/finance in sufficient detail such that, operations can continue should staffing change or absences occur;
- Compliance with the qualifications outlined in DDA Policy 6.13, Program Provider Qualifications;
- To be a qualified service provider of employment services, an agency must employ at least one or more individuals who:
 1. Have at least two years of experience – or an Employment Professional Certificate from Highline Community College or CESP Certification and one year of experience - related to the employment services the agency provides to DDA clients;
 2. Experienced staff who have documented current training and/or continued education on best employment practices. Additionally experienced staff must have the skill and ability to impart this information to frontline/direct line staff and maintain evidence of doing so.
 3. Staff core competencies will include the following at minimum:
 - Developing, obtaining, and maintaining community-based employment placements with minimum wage compensation or greater;
 - Conducting Discovery assessments;
 - Goal and career planning;
 - Job preparation;
 - Job development;
 - Work place and job analysis;
 - Job Coaching, including task design and training, support strategies, and natural support;
 - Documenting goals and writing reports clearly; and
 - Knowledge of Social Security benefits.
- Ensures that direct service staff are 18 years of age or older, have received training and have documented knowledge in the following areas:

Prior to working with clients:

1. Client Confidentiality;
2. Current individual instruction and support plans for each client with whom the employee works;
3. DDA Policy 4.11 Working Age Adult (adult services only);

4. DDA Policy 5.06 Client Rights;
5. DDA Policy 5.13 Protection from Abuse; Mandatory Reporting
6. DDA Policy 6.08 Mandatory Reporting Requirements for Employment and Day Program Service Providers
7. DDA Policy 9.03 Employee Protection from Bloodborne Pathogens
8. DDA Policy 9.07 HIV & AIDS
9. DDA Policy 12.01 Incident Management
10. DD Policy 13.01 Public Disclosure of Records and Safeguarding of Confidential Information
11. DDA Policy 14.01 Environmental Safety (First Aid/CPR)
12. Competencies including:
 - Values that support the abilities of each individual
 - Effective Communication – The ability to effectively listen and to make one's self understood
 - Planning methods
 - Crisis Prevention and Intervention

Within One Month of Employment Start Date:

Overview of DDA Policies, including:

1. DDA Policy 3.01 Service Plans
2. DDA Policy 5.03 Client Complaints
3. DDA Policy 5.17 Physical Intervention Techniques

Within Three Months of Employment Start Date:

2. Program skill development
3. DDA Policy 5.02 Necessary Supplemental Accommodation
4. DDA Policy 5.05 Limited English Proficient Clients
5. DDA Policy 5.14 Positive Behavior Support
6. DDA Policy 5.15 Use of Restrictive Procedures
7. DDA Policy 13.04 Access to Client Records Maintained by DDA

- Ensures that all direct service staff review new and updated County and DDA policies when issued. Staff review will be documented in provider's file.
- Ensures that direct service staff are licensed or registered when appropriate/required.
- Proof of background criminal history clearance in accordance with RCW 43.43. 830-845, RCW 74.15-030 and Chapter 388-06 WAC on all staff. A background history clearance is required every three years for all employees, sub-contractors and/or volunteers who may have unsupervised access to vulnerable DDA clients. If the Provider elects to hire or retain an individual after receiving notice that the individual has a conviction for an offense that would disqualify the individual from having unsupervised access to vulnerable adults as defined in RCW 74.32, then the County shall deny payment for any subsequent services rendered by the Provider. The DSHS Background Check Central Unit (BCCU) must be used to obtain background clearance.
- The Provider and all their staff members are mandated reporters under RCW 74.34.020(1) and must comply with reporting requirements described in RCW 74.34.035, RCW 74.34.040 and RCW 26.44. If the County is notified that a Provider staff member is cited or on the registry for a substantiated finding, then that staff member will be prohibited from providing services under the Clallam County Provider Contract.
- The Provider will assure adequate staffing levels to provide services all services and when staffing is not adequate, and will inform the County when staffing is not adequate to serving potential clients.

GENERAL TERMS & CONDITIONS

1. SCOPE OF PROVIDER'S SERVICES

The Provider agrees to provide to the County services and any materials set forth in the Special Terms & Conditions [Exhibit "A"] during the Contract period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Contract.

2. ASSIGNMENT

The Provider may not assign any of the Provider's Contract rights or obligations to a third party without the prior, written consent of the County and the written assumption of the Provider's obligations by the third party.

3. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the Contract, the Provider shall comply with all applicable federal, state and local laws, regulations, and rules.

4. CONFIDENTIALITY OF PARTICIPANT INFORMATION

- a. The Provider shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the Provider's performance of the services contemplated hereunder, except:
 - (1) As provided by law; or
 - (2) In the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Provider shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Provider to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - (1) Each Provider will have a written policy for the appropriate use, storage, disclosure, modification and loss of Confidential Information in all formats and all staff will be trained in this policy. Documentation of training will be maintained by Provider.
 - (2) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (3) Physically securing any computers, documents, portable devices such as smart phones, tablets, flash memory devices, portable hard disks and laptop/notebook/netbook computers if those items or other media containing Confidential Information may be transported out of a Secured area. Data will not be stored on portable devices or media unless:
 - i. It is appropriately encrypted with a key length of at least 128 bits;
 - ii. Control access to devices with a Unique User ID and Hardened Password or stronger authentication method;
 - iii. Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity. Maximum period of inactivity is 20 minutes.

- iv. Properly inventoried and controlled;
 - v. Stored in a secured area.
 - vi. Under the control of Contractor staff at all times when in an unsecured location.
- (4) Ensuring the security of Confidential Information transmitted via fax (facsimile) by:
- i. Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - ii. Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - iii. Verifying after transmittal that the fax was received by the intended recipient.
- (5) When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
- i. Transporting the data within the (State Government Network) SGN or Contractor's internal network, or;
 - ii. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public internet.
- (6) When transporting six (6) or more records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate:
- i. Use a Trusted System
 - ii. Encrypt the Confidential Information, including:
 - (a) Encrypting email and/or email attachments which contain Confidential Information
 - (b) Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- (7) Send paper documents containing Confidential Information via a Trusted System. When not in use, such records must be stored in a locked container such as a file cabinet, locking drawer or safe in a secured area accessible only to authorized personnel.
- (8) DSHS data may be stored on portable or non-portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery process. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If so, such media will be protected as otherwise described in this contract. If this media is retired while DSHS Confidential Information still exists upon it, that data will be destroyed at that time in accordance with the approved destruction methods obtained from the County contact identified on the cover page of this Contract.
- c. DSHS Data must be desegregated or otherwise distinguished from non-DSHS data. This is to ensure that when no longer needed by Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation:
- (1) DSHS Data will be kept on media which will contain no non-DSHS Data. And/or,
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS Data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically separated from non-DSHS Data in a drawer, folder or other container.
 - (6) When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS Data with which it is comingled must be protected as described in the preceding paragraphs.
- d. Upon request of the County or at the end of the Contract term, or when no longer needed, the Provider shall return the Confidential Information or certify in writing that the Provider

employed a DSHS approved method to destroy the information. The Provider may obtain information regarding approved destruction methods from the County contact identified on the cover page of this Contract.

- e. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping or incineration.

- 5. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the County Coordinator and DSHS Contact designated on the contract within one (1) business day of discovery. The Provider must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by the county, law or DSHS. PROVIDER CERTIFICATION REGARDING ETHICS

The Provider certifies that the Provider is in compliance with RCW Chapter 42.23 and 42.20; and shall comply with said RCW Chapters throughout the term of the Contract.

- 6. PROVIDER NOT AN EMPLOYEE OF COUNTY

The Provider's services shall be furnished by the Provider as an independent Provider and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

For purposes of the Contract, the Provider acknowledges that the Provider is not an officer, employee, or agent of the County. The Provider acknowledges that the entire compensation for this Contract is specified in Special Terms & Conditions [Exhibit "A"] and the Provider is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Provider represents that it maintains a separate place of business, serves participants other than the County, will report all income and expense accrued under this Contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent Provider relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Provider agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any overpayments be made to the Provider pursuant to this Contract, the Provider agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Provider, its officers, employees and/or agents, shall not be entitled to any benefits which Clallam County provides to its employees.

- 7. NO GUARANTEE OF EMPLOYMENT

The performance of all or part of this Contract by the Provider shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Provider or any employee of the Provider or any Subcontractor or any employee of any Subcontractor by the County at the present time or in the future.

- 8. REGULATIONS AND REQUIREMENTS

This Contract shall be subject to all federal, state and local laws, rules, and regulations.

9. RIGHT TO REVIEW

This Contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Each subcontractor will be evaluated at least once per contract biennium. The evaluation system will incorporate Quality Assurance items and Quality Improvement measures incorporated with it. A copy of this evaluation system shall be made available to all subcontractors and the DDA upon request. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Contract and its performance, and any and all communications with or evaluations by service recipients under this Contract. The Provider shall preserve and maintain all financial records and records relating to the performance of work under this Contract for six (6) years after Contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

The Provider shall maintain records sufficient to:

- a. document performance of all acts required by statute, regulation, rule, or the Contract;
- b. substantiate the provider's statement of its organization's structure, tax status, capabilities, and performance;
- c. demonstrate accounting procedures, practices and records which sufficiently and properly document the Provider's invoices to the County and all expenditures made by the Provider to perform as required by the Contract; and
- d. establish and maintain adequate internal control systems: The Provider will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail that, operations can continue should staffing change or absences occur.

Documentation, books, records, and other evidence shall be kept at the company's Clallam County Office and will be available for examination by the County at reasonable times.

10. MODIFICATIONS

Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. TERMINATION FOR DEFAULT

The County may terminate the Contract in whole or in part, by written notice to the Provider, if the County has a reasonable basis to believe that the Provider has:

- failed to meet or maintain any requirement for contracting with the County;
- failed to perform under any provision of the Contract;
- becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors; and/or
- otherwise breached any provision or condition of the Contract.

Before the County may terminate the Contract, the County may, by depositing written notice to the Provider in the U.S. Mail, postage prepaid, terminate the Contract, and at the County's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Provider shall not be entitled to receive any further payments under the Contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Provider. The Provider agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

However, the County may terminate the Contract without written notice and without opportunity for correction, if the County has a reasonable basis to believe that the Provider has failed to ensure the health or safety of any participant for whom services are being provided under the Contract or the Provider has violated any law, regulation, rule, or ordinance.

If a notice of termination for default has been issued and it is later determined for any reason that the Provider was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience paragraph hereof.

12. TERMINATION FOR CONVENIENCE

The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interest of the County. Whenever the Contract is terminated in accordance with this paragraph, the Provider shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by the County.

The Provider may terminate the Contract by giving the County at least thirty (30) calendar days' written notice addressed to: Director, Clallam County Department of Health and Human Services, 111 E. 3rd Street, Port Angeles, WA 98362.

13. TERMINATION DUE TO INSUFFICIENT FUNDS

If sufficient funds for payment under this Contract are not appropriated or allocated or are withdrawn, reduced or otherwise limited, the County may terminate this Contract upon five (5) days written notice to the Provider. No penalty or expense shall accrue to the County in the event this provision applies.

14. TERMINATION PROCEDURE

The following provisions apply in the event that this Contract is terminated:

- a. The Provider shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
- b. The Provider shall provide the County with an accounting of authorized services provided through the effective date of termination.
- c. If the Contract has been terminated for default, the County may withhold a sum from the final payment to the Provider that the County determines necessary to protect itself against loss or liability.

15. DEFENSE AND INDEMNITY CONTRACT

The Provider agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, officials, agents and/or employees, from and against any and all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorney's fees and/or costs by reason of any and all claims and demands upon the County, its appointed and elected officers, officials, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or

damage to property is due to the negligence of the Provider, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed and elected officers, officials, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed and elected officers, officials, agents and/or employees. It is further provided that no liability shall attach to the County by reason of entering into this Contract, except as expressly provided herein.

16. INDUSTRIAL INSURANCE WAIVER

With respect to the performance of this Contract and as to claims against the County, its appointed and/or elected officers, officials, agents and/or employees, the Provider expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Contract extend to any claim brought by or on behalf of any employee of the Provider. Along with the other provisions of this Contract, this waiver is mutually negotiated by the parties to this Contract.

17. VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Contract shall be governed by the law of the State of Washington.

18. WITHOLDING PAYMENT

In the event the County Project Manager determines that the Provider has failed to perform any obligation under this Contract within the times set forth in this Contract, then the County may withhold from amounts otherwise due and payable to Provider the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Provider to termination or damages, provided that the County promptly gives notice in writing to the Provider of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Provider of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Provider acts within the times and in strict accord with the provision of the Disputes clause of this Contract. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Provider, (3) to set off any amount paid or incurred from amounts due or to become due the Provider. In the event the Provider obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Provider by reason of good faith withholding by the County under this clause.

19. RIGHTS AND REMEDIES

The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

20. PROVIDER'S COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment received from the Provider concerning this Contract shall be binding upon the Provider, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Provider to fulfill such a commitment shall render the Provider liable for damages to the County. A commitment includes, but is not limited to any representation made prior to

execution of this Contract, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

21. PATENT/COPYRIGHT INFRINGEMENT

Provider will defend, indemnify and hold harmless the County, its appointed and elected officers, officials, agents and/or employees from and against any and all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its appointed and elected officers, officials, agents and/or employees for damages because of the Provider's alleged infringement of any patent or copyright. The Provider will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, officials, agents and/or employees in any action. Such defense and payments are conditioned upon the following:

- a. That Provider shall be notified promptly in writing by County of any notice of such claim.
- b. Provider shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

22. DISPUTES

- a. The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.
- b. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County Coordinator at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Coordinator shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Coordinator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Coordinator are in error.
 - (1) In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The original written materials will be submitted to the County Coordinator, who will then deliver the materials to a Dispute Resolution Board as described below. Copies of all written materials will be served upon the parties.
 - (2) If an appeal of the County Coordinator decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member. The Dispute Resolution Board will then attempt to resolve the dispute based upon the written materials provided by the County Coordinator.
 - (3) Reviews of the Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution

Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

- c. Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Coordinator or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
- d. Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

23. OWNERSHIP OF ITEMS PRODUCED

All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Provider and/or its consultants or Subcontractors, in connection with the performance of this Contract shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Provider and/or its agents shall have no ownership or use rights in the work.

24. RECOVERY OF PAYMENTS TO PROVIDER

The right of the Provider to retain monies paid to it is contingent upon satisfactory performance of this Contract, including the satisfactory completion of the project described in the Special Terms & Conditions [Exhibit "A"]. In the event that the Provider fails, for any reason, to perform obligations required of it by this Contract, the Provider may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Provider for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per annum from the time the County Project Manager demands repayment of funds.

25. PROJECT APPROVAL

The extent and character of all work and services to be performed under this Contract by the Provider shall be subject to the review and approval of the County Project Manager. For purposes of this Contract, the County Project Manager is:

Name:	Kelley Lawrence
Title:	Developmental Disabilities Program Coordinator
Address:	111 E. 3 rd Street; Port Angeles, WA 98362
Telephone:	360-417-2407
E-mail:	klawrence@co.clallam.wa.us
Phone:	360-417-2407

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Provider's right to appeal that decision as provided herein.

26. NON-DISCRIMINATION

The Provider shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

27. SUBCONTRACTORS

This is a fee-for-service Contract and the Provider will not enter into subcontracts for any of the work expected by this Contract without first obtaining review and written approval of the subcontract by the County.

In the event that the Provider employs the use of any Subcontractors with the written approval of the County, the Contract between the Provider and the Subcontractor shall provide that the Subcontractor bound by the terms of this Contract between the County and the Provider. The Provider shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

28. THIRD PARTY BENEFICIARIES

This Contract is intended for the benefit of the County and Provider and not for the benefit of any third parties.

29. STANDARD OF CARE

The Provider shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Provider currently practicing under similar circumstances. The Provider shall, without additional compensation, correct those services not meeting such a standard.

30. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Contract unless a more specific time period is set forth in either the Special Terms & Conditions or Scope of Work

31. NOTICE

Except as set forth elsewhere in the Contract, for all purposes under this Contract, except service of process, any notices shall be given by the Provider to the County Project Manager. Notice to the Provider for all purposes under this Contract shall be given to the person executing the Contract on behalf of the Provider at the address identified on the signature page.

32. SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

33. PRECEDENCE

In the event of an inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- Applicable federal, state, and local law, regulations, rules, and ordinances;
- the DSHS Basic Agreement;
- this Contract, including Exhibits;
- these General Terms & Conditions; and
- any document incorporated in the Contract by reference.

34. WAIVER

Waiver of any breach or condition of this Contract shall not be deemed a waiver of any prior to subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

35. ATTORNEY FEES

In the event that litigation must be brought to enforce the terms of this Contract, the prevailing party shall be entitled to be paid reasonable attorney fees.

36. CONSTRUCTION

This Contract has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

37. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Provider is out of compliance with any of the terms or conditions of this Contract, the following process will be pursued:

- a. The County's DD Coordinator notifies the appropriate Provider staff of the potential non-compliance and an agreeable solution is reached.
- b. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and Provider shall meet and discuss areas of contention and attempt to resolve the issues involved.

The County will provide by registered mail to the Provider's Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

- c. Within twenty (20) calendar days of the date the written notification was mailed, a discussion between County and the Provider's Director or Board designee of the areas of non-compliance or potential non-compliance shall be conducted.
- d. If the County and the Provider cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.
- e. Nothing in this section shall preclude audits by other duly authorized representatives of the County, the Department of Social and Health Services or other departments of State government, nor shall it preclude the recoupment of overpayments identified through those audit procedures.

38. EXECUTION, AMENDMENT AND WAIVER

The Contract shall be binding on the County only upon signature by the County Commissioners. The Contract may only be altered, amended, or waived by a written amendment executed by both parties. Only the County Commissioners have authority to alter, amend or waive the Contract on behalf of the County.

39. INSURANCE

The Provider shall maintain insurance as specified and shall pay for losses for which it is found liable. Without limiting the Provider's indemnification, it is agreed that the Provider shall maintain in force, at all times during the performance of this Contract, a policy or policies of insurance covering its operations and shall in each policy, name the County, its appointed and/or elected officers, officials, agents and/or employees as additional insureds.

The Provider shall maintain continuously during the term of this Contract public liability insurance with limits of liability not less than:

\$ 500,000	each person, personal injury, including death
\$1,000,000	each occurrence, personal injury, including death
\$ 250,000	each occurrence, property damage liability
\$2,000,000	aggregate
\$1,000,000	Errors and Omissions per occurrence
\$2,000,000	Errors and Omissions aggregate

The Provider shall inform the County in writing of any changes in insurance and provide County with a new certificate of insurance within twenty days of the change.

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Provider is required to obtain and maintain pursuant to this Agreement shall be primary over any third-party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third-party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Provider is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Provider and the Provider's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

The County retains the right to withhold payment if the Provider does not provide timely and adequate proof of the insurance required by this Section.

The Provider shall ensure that vehicles used to transport participants as a part of services provided under this Contract are covered by a commercial vehicle insurance policy with a clear indication that clients may be transported by the provider and are covered under the policy. Further, each employee driving clients shall have their personal automobile insurance, driver's license and current driving abstract on file at the Provider's administrative office.

The Provider shall maintain Worker's Compensation coverage as required by the Industrial Insurance Act of the State of Washington.

The Provider agrees to maintain a fidelity bond in the amount of Twenty Thousand Dollars (\$20,000) which covers all individuals responsible for the administration of funds. Evidence of the fidelity bond shall be provided to the County within thirty (30) calendar days of the date of this Contract. The Provider will inform the County in writing of any change in the bond and provide evidence of continuing bonding coverage within thirty (30) calendar days of the change.

40. AUDITS

The Provider shall demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

Except as set forth herein, for contracts up to and including one year in length, an independent financial audit ("audit") of funds shall be performed. For contracts in excess of one year and up to and including two years, an independent financial review ("review") of funds shall be performed in the first year of the Contract and an audit shall be performed in the second year.

The Provider is required to submit to the County a copy of the independent auditor's or reviewer's final report within thirty (30) days following the issuance of the report. Additionally, the Provider shall provide comments on the findings and recommendations in the report, including a plan for Corrective Action.

The Provider will submit their plan for audit or review to the County by **September 1, 2019**, including time frame for completion of audit or review, standards by which they will be audited or reviewed, and the name of the individual or organization who will complete the audit or review, the Provider's total federal funding, and determination of the applicability of a Single Audit.

Audits and reviews must be submitted within the time frame described in the Provider's plan. Any audit or review must be in accordance with all applicable Federal and State statutes, as well as the State to County Basic Agreement.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Audits and reviews shall be conducted to determine compliance with the rules and regulations of each program service. In accordance with RCW 74.09.200, only those participant records or portions thereof, for which services were reimbursed by the County may be examined.

If the Provider is a subrecipient of federal awards as defined by the Office of Management and Budget (OMB), the Provider shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance numbers. The Provider shall make the Provider's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DSHS and the County. The Provider shall incorporate audit requirements into all contracts between the Provider and its Subcontractors who are subrecipients. The Provider shall comply with any future amendments to the Federal Code of Regulation for Single Audits and any successor or replacement Circular or regulation.

If the Provider expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Provider shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Provider shall submit to the County contact person the data collections form and reporting package specified in the Federal Code of Regulation for Single Audits, reports required by the program specific audit guide, if applicable, and a copy of any management letters issued by the auditor.

41. TREATMENT OF ASSETS PURCHASED BY PROVIDER

Except as provided in the Contract, title to all assets (property) purchased or furnished by the Provider is vested in the Provider and the County waives all claim of ownership to such property.

42. TREATMENT OF PARTICIPANT ASSETS

Except as otherwise provided by court order, the Provider shall ensure that any participant for whom the Provider is providing services under the Contract shall have unrestricted access to the participant's personal property. The Provider shall not interfere with the participant's ownership, possession, or use of such property. Upon termination of the Contract, the Provider shall immediately release to the participant all of the participant's personal property.

43. TREATMENT OF COUNTY ASSETS

Except as otherwise provided in the Contract, title to all assets (property) purchased or furnished by the County for use by the Provider during the Contract term shall remain with the County. During the term of the Contract, the Provider shall protect, maintain, and insure all County property in the Provider's possession against loss or damage.

44. TITLE XIX WAIVER PROVISIO

Participants identified as covered under Division of Developmental Disabilities' home and community-based waiver programs shall not be funded under this Contract when services are available from the Division of Vocational Rehabilitation under PL 94-142, Title V, Section 504 of the Rehabilitation Act of 1973 or under Social Security programs which assist with employment options under PL 99-643, Section 1619(a) Employment Opportunities for Disabled Americans Act, 1986, PASS or IRWE plans.

The Provider assures that documentation is on file with the County assigning to the County its Medicaid billing rights for services to participants eligible under DDA's home and community-based waivers. Such services must be purchased no differently from the way services are purchased for participants not eligible under the waiver. Services must be purchased on a Fee for Service basis to satisfy the Title XIX Contract.

45. HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT of 1996 (HIPAA)

In addition to any other confidentiality requirements set forth herein, the Provider shall comply with the following provisions if it constitutes a "business associate" as that term is defined in 45 CFR §160.103, as now or hereafter amended.

a. The Provider is not authorized to use or further disclose "Protected Health Information" (PHI) as that phrase is defined in 45 CFR § 164.501, as now or hereafter amended, in a manner that would violate the requirements of 45 CFR § 165.504(e), as now or hereafter amended, if done by the Clallam County, except that:

- (1) The Provider may use and disclose PHI for the proper management and administration of the Provider, as provided in paragraph 45 CFR § 164.504(e)(4); and
- (2) The Provider may provide data aggregation services relating to the health care operations of Clallam County.

b. The Provider will:

- (1) Not use or further disclose the information other than as permitted or required by this Contract or as required by law;
- (2) Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Contract;
- (3) Report to Clallam County any use or disclosure of the information not provided for by this Contract of which it becomes aware;
- (4) Ensure that any agents, including a Subcontractor to whom it provides PHI received from, or created or received by the Provider on behalf of, Clallam County agrees to the same restrictions and conditions that apply to the Provider with respect to such information;
- (5) Make available PHI in accordance with 45 CFR § 164.524;
- (6) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;
- (7) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- (8) Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Provider on behalf of, Clallam County available to the Secretary for purposes of determining Clallam County's compliance with this subpart; and
- (9) At termination of the Contract, if feasible, return or destroy all PHI received from, or created or received by the Provider on behalf of, Clallam County that the Provider still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

c. In addition to any other termination clause herein, this Contract may be terminated by Clallam County if Clallam County determines that the Provider has violated a material term of this provision.

d. The Provider may use the information it has received in its capacity as a business associate to Clallam County, if necessary:

- (1) For the proper management and administration of the Provider; or
- (2) To carry out the legal responsibilities of the Provider.

e. The Provider may disclose the information it has received in its capacity as a business associate for the purposes described in 4 of this section, if:

- (1) The disclosure is required by law; or
- (2) (a) The Provider obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
(b) The person notifies the Provider of any instances of which it is aware in which the confidentiality of the information has been breached.

46. SURVIVAL

Without being exclusive, Paragraphs 7, 10, 16-22, 24-25 and 34-37 of these General Terms & Conditions shall survive any termination, expiration or determination of invalidity of this Contract in whole or in part. Any other Paragraphs of this Contract which, by their sense and context, are intended to survive shall also survive.

47. ENTIRE CONTRACT

This written Contract represents the entire Contract between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

48. DEBARMENT CERTIFICATION

The Provider, by signature to this Agreement, certifies that the Provider is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

49. BACKGROUND/CRIMINAL HISTORY CHECK

A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS participants, in accordance with RCW 43.43.830-845, RCW 74.15.030 and chapter 388.06 WAC. Character Competence and Suitability Reviews, if required, will be updated every three years.

If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the County shall deny payment for any subsequent services rendered by the disqualified individual provider.

It is required that the DSHS Background Check Central Unit (BCCU) be utilized to obtain background clearance.

50. REPORTING ABUSE AND NEGLECT

The Provider and its subcontractors under this contract will comply with RCW 74.34 and RCW 26.44 to the extent required by law. If the County is notified by DSHS that a Provider (or any of their staff, volunteers or authorized agents) is cited or on the registry for a substantiated finding, then associated staff will be prohibited from providing services under this contract.

Data Security Requirements

1. Definitions. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. **“AES” means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).**
 - b. **“Authorized Users(s)” means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.**
 - c. **“Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).**
 - d. **“Cloud” means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, O365, and Rackspace.**
 - e. **“Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred and required to be implemented by 6/30/2020) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.**
 - f. **“Hardened Password” means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.**
 - g. **“Mobile Device” means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.**
 - h. **“Multi-factor Authentication” means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial**

scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

- i. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
 - j. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
 - k. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
 - l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
 - m. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/fsa/central-contract-services/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
3. **Administrative Controls.** The Contractor must have the following controls in place:
- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
 - b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

- c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

- a. Have documented policies and procedures governing access to systems with the shared Data.
- b. Restrict access through administrative, physical, and technical controls to authorized staff.
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
- d. Ensure that only authorized users are capable of accessing the Data.
- e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase, which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords.

- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
 - (1) Ensuring mitigations applied to the system do not allow end-user modification. Examples would include but not be limited to installing key loggers, malicious software, or any software that will compromise DSHS data.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples include, but are not limited to RADIUS Microsoft Remote Desktop (RDP) and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point. All Contractors must be in compliance by 6/30/2020.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).

- (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to

authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
 - (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.
- h. **Data stored for backup purposes.**

- (1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
 - (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:
- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation for your records in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor.
 - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network.
 - (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within the contractor's network.
 - (2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. System Protection. To prevent compromise of systems which contain DSHS Data or through which that Data passes:

- a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

- a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

- b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the DSHS Data is no longer needed, except as noted above in Section 5.b, DSHS Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, incineration, or contractor
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

26
4/16/21

Department: Health and Human Services

WORK SESSION ☒ Meeting Date: March 29, 2021

REGULAR AGENDA ☒ Meeting Date: April 6, 2021

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-19-CONCIT, Amendment #1 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This contract amendment is between Clallam County Health and Human Services Developmental Disabilities and Concerned Citizens and is a fee modification for Employment and Day direct services between March 1, 2021 and June 30, 2021 and to only spend up to the budget allocated in our Clallam County contract with Washington State DSHS-Developmental Disabilities Administration. This temporary flexibility will support County contracted Employment/Day service providers who are experiencing an increase in costs due to the pandemic.

Rate Schedule (Between March 1, 2021 and June 30, 2021):

- Individual Employment services will not exceed \$105.00/hour
- Community Inclusion services will not exceed \$49.00/hour

Amendment period date is March 1, 2021 through June 30, 2021.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

No budget impact. Funds are already in the 2021 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please approve and sign.

County Official signature & print name:  KEVIN LaPiccolo

Name of Employee/Stakeholder attending meeting: Kelley Lawrence / KEVIN LaPiccolo

Relevant Departments: HHS

Date submitted: 3/24/21

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary Concerned Citizens 11331-19 Amendment
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

PROVIDER CONTRACT
Concerned Citizens

This PROVIDER CONTRACT is entered into and effective July 1, 2019 through June 30, 2021 between CLALLAM COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES, hereinafter referred to as "County" and Concerned Citizens, hereinafter referred to as "Provider".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address: 111 E. 3rd Street
Port Angeles, WA 98362

Main Phone: (360) 417-2407
Fax: (360) 452-9605

Contact Person: Kelley Lawrence, Developmental Disabilities Program Coordinator

Contact Phone: (360) 417-2407

Contact E-Mail: klawrence@co.clallam.wa.us

Provider: Concerned Citizens
P.O. Box 1787
Forks, WA 98331

Phone: (360) 374-9340

Fax: (360) 374-9130

E-mail: lindamiddleton@concernedcitizenspnw.org

Contact Person: Linda Middleton

Service Modality: Individual Supported Employment

Community Inclusion

Community Information & Education

County Millage: Sequim School District

Quillayute Valley School District

Port Angeles School District

Funding Authority:

DSHS Basic Agreement #1783-86259

DDA County Services Agreement #1963-57495

DSHS, DDA Home & Community Based

Waiver Program (CMS)

Tax Identification Numbers:

IRS#: 91-1156809

UBI #: 600-600-536

This Contract is comprised of:

Exhibit "A"	Special Terms & Conditions.
Exhibit "B"	General Terms & Conditions.
Exhibit "C"	Data Security Requirements.

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

IN WITNESS WHEREOF, the parties have entered this Contract on this ____ day of _____, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS:

Mark Ozias, Chair

ATTEST:

Loni Gores, Clerk of the Board

Concerned Citizens:

Linda Middleton 3-23-2021
Linda Middleton, Director Date

Approved as to form only

David Alvarez 3/17/21
David Alvarez, Chief Civil DPA

SPECIAL TERMS & CONDITIONS

1. DEFINITIONS: The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. **"Acuity Level"** means the level of an individual's abilities and needs as determined through the DDA assessment.
- b. **"AWA"** means ALTSA Web Access also referred to as the CMIS.
- c. **"Additional Consumer Services"** refers to indirect client service types as follows: Community Information and Education, Training and Other Activities
- d. **"BARS"** means the Washington State DDA Budget Accounting and Reporting System
- e. **"Client"** means a person with a developmental disability as defined in Chapter 388-823 WAC who is eligible and active with the Developmental Disabilities Administration or is an identified PASRR client.
- f. **"CRM"** means the DDA Case Resource Manager
- g. **"Consumer Support"** refers to direct client service types as follows: Community Inclusion or CI, Child Development Services, Individual Supported Employment, Individualized Technical Assistance, and Group Supported Employment.
- h. **"CSA"** means County Service Authorization.
- i. **"County"** means Clallam County, Department of Health & Human Services.
- j. **"County Millage Services"** means county approved services authorized to be paid by millage funds.
- k. **"DD"** means developmental disabilities
- l. **"DDA"** means the Developmental Disabilities Administration within DSHS.
- m. **"DDA Region"** means the DDA Regional office.
- n. **"DSHS"** means the Washington State Department of Social and Health Services.
- o. **"DVR"** means the Washington State Division of Vocational Rehabilitation.
- p. **"General Terms and Conditions"** means the contractual provisions contained with that agreement, which govern the contractual relationship between DSHS and the county and its subcontractor(s).
- q. **"HCBS"** means the Medicaid Home and Community Based Services.
- r. **"PASRR"** means Preadmission Screening and Resident Review.
- s. **"PCSP"** means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.
- t. **"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, drivers license numbers, other identifying numbers, and any financial identifiers.
- u. **"Quality Assurance"** means an adherence to all Contract requirements, including DDA Policy 6.13, *Employment/Day Program Provider Qualifications*, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.
- v. **"Service Provider"** is a qualified client service vendor who is contracted to provide Employment and Day Program services.
- w. **"Subcontractor"** is the service provider contracted by the County to provide services.
- x. **"RCW"** means Revised Codes of Washington.
- y. **"WAC"** means Washington Administrative Code.

2. TERM OF CONTRACT:

Term of this contract shall be July 1, 2019 through June 30, 2021.

3. PURPOSE:

This Contract is entered into between County and Concerned Citizens in accordance with chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

4. CLIENT ELIGIBILITY:

Client eligibility and service referral are the responsibility of DDA under chapter 388-823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct client services under this contract. It is DDAs responsibility to determine and authorize the appropriate direct service(s) type. Direct client services provided without authorization by DDA or the County are not reimbursable under this Contract.

5. PROVIDER QUALIFICATIONS:

Provider assures they meet the qualifications as outlined in the DDA Policy 6.13, ***Program Provider Qualifications***.

6. HOME AND COMMUNITY BASED WAIVER SERVICES ASSIGNMENT OF MEDICAID BILLING RIGHTS:

Provider agrees to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Contract. Written documentation shall be available to County upon request.

7. REPORTING ABUSE AND NEGLECT:

The Provider is a mandated reporter under RCW 74.34.020(13) and must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If a Provider staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Contract.

8. PROVIDER WILL FOLLOW ALL APPLICABLE FEDERAL, STATE, AND LOCAL POLICIES AND GUIDELINES:

DDA policy manual <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>

1992 County Guidelines

(https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c_guidelines.pdf)

DDA Guiding Values

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/DDA%20Guiding%20Values%20Booklet.pdf>

2018-19 Mandatory Requirements

IRS Self-Employment Guidelines

Clallam County Supported Self-Employment Manual

Washington Protection and Advocacy (WPAS) Access Agreement
<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/WPAS.pdf>

APSE CESP Code of Conduct; <http://www.apse.org/wp-content/uploads/docs/CESP%20Candidate%20Handbook.1.12.pdf>

COUNTY BEST PRACTICES: Individual Employment Billable Activities, Community Inclusion Billable Activities, Employment Plan/Progress Form Instructions, Community Inclusion Plan/Progress Form Instructions, Criteria for Evaluation 2019-2021, DDA Self-Employment Guidelines, <https://www.dshs.wa.gov/dda/county-best-practices>

and any other requirements established by the Department of Social and Health Services and the County.

9. SERVICE DESCRIPTION:

A. INDIVIDUAL SUPPORTED EMPLOYMENT (568.64)

The Provider shall, under BARS code 568.64, provide services as follows:

1. Individual Supported Employment services are a part of an individual's pathway to employment and are tailored to individual needs, interests, and abilities and promote career development. These are individualized services necessary to help a person with developmental disabilities obtain and continue integrated, individual employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job (per the Individual Employment Phases & Billable Activities).

Clients in an **employment** program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828. Outcomes will be established in accordance with County Guidelines.

This service is available for all adults with developmental disabilities, regardless of severity of disability.

2. Individual Supported Employment can include Supported Self-Employment. Supported Self-Employment, if an applicable goal, must meet the following requirements:
 - Adhere to Washington State DDA Self-Employment Policy Guidelines
 - Determine that the proposed activity is a business according to IRS Guidelines
 - Once it has been determined the activity will meet IRS rules for a business, the self-employed person receiving DDA employment supports will:
 - Demonstrate the individual receiving services owns and operates the business;
 - Provide a Business Plan to the County and DDA demonstrating feasibility as determined by DVR or a neutral, agreed-upon third party business expert;
 - Become licensed if required and follow all local, state, and federal regulations and rules;
 - Establish benchmarks for profitability and demonstrate progress is being made toward reaching those profit benchmarks; and
 - Demonstrate the business will likely provide a living wage.
 - Adhere to the Clallam County Supported Self-Employment Manual.

3. Provider employment staff will attend the annual assessment and case manager PCSP development meeting, when properly notified with at least two weeks' advance notice, for each participant the provider serves.
4. All participants will be contacted by the Provider according to participant need or at least once per month.
5. At least 40 documented hours of County-approved training per Fiscal Year (July 1 – June 30) will occur for each FTE staff person who provides services in this modality. The provider shall keep track of all training received for each staff person.
6. It is the Provider's responsibility to inform participants that transportation is not the responsibility of the Provider to supply. Transportation training may include coordination of the multiple transportation services, training the individual in use of public transportation, supports for the individual to obtain a driver's license, walking, bicycling or use of the student's family, friends or co-workers to provide transportation. The Provider shall assess and document in the EP/PR each participant's transportation needs.

The Provider shall assist each participant to access public or specialized transportation for any activity sponsored as a part of Individualized Supportive Employment services. It is expected that public or specialized transportation will be utilized, except as detailed in the transportation plan. The cost of transportation is included in the fee for service that a Provider receives.

7. If no other viable transportation options are available, the Provider may transport participants in Provider or employee vehicles provided that:
 - Provider complies with the automobile insurance requirement set forth in the Provider Contract;
 - Automobile insurance specifically indicates that the provider is covered for transporting clients;
 - Transportation Assessment and Plan indicates this is the only feasible mode of transportation; and
 - DDA Case Manager agrees to the Transportation Assessment and Plan.

B. COMMUNITY INCLUSION

"Community Inclusion" or "CI": services are individualized services provided in typical integrated community settings. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized for individuals age 62 and older. These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

1. Monthly Community Inclusion service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.
 - (a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.

- (b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.
 - (c) A Client receiving CI services will not receive employment support simultaneously.
 - (d) A Client receiving CI services may at any time choose to leave CI to pursue work and receive employment support.
- 2. The Client's DDA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.
- 3. All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian and others as appropriate.
- 4. Semi-annual progress reports that describe the outcomes of activities will be provided by the provider or the County to the client, their CRM, guardian and others as appropriate. The report will summarize the progress made towards the Client's individualized goals.
- 5. All Clients will be contacted by their service provider according to Client need and at least once per month.

C. COMMUNITY INFORMATION & EDUCATION (568.40) AND COUNTY MILLAGE FUNDS

The Provider shall, under BARS code 568.40, provide services as follows:

Community Information & Education refers to costs incurred by the program for activities to inform and/or educate the general public about developmental disabilities and related services. Includes information and referral services, activities aimed at promoting public awareness and involvement; community consultation, capacity building and organization activities.

In addition, Provider may use Community and Education and Millage funds to accomplish any of the following certifications and/or trainings that support professional development that enables staff to support individuals with developmental disabilities:

Certification as Certified Professional Employment Professionals (CESP)

Assist Clallam County in creating a more effective and professional team of job coaches/developers for persons with developmental disabilities. Increase capacity of local agencies to meet the employment needs of individuals with developmental disabilities. Increase effectiveness in placing and supporting individuals with developmental disabilities as employees in local businesses.

Submit proof of successful passage of the CESP certification exam. One page summary report documenting date, time and location of exam with notification of passage of the exam.

APSE or Other Employment Appropriate National Convention Training

Provider must get approval from County, in writing, of the intended Convention or Conference wanting to attend. Upon approval, Provider shall provide county with all applicable backup documentation for reimbursement. This includes but is not limited to conference agenda, receipts for travel reimbursement, any handouts applicable to the training or conference, and any other documentation required or requested by the County.

Other Trainings and/or Professional Development

Other trainings and professional development opportunities may be approved (requires prior written approval by the County) and reimbursed that support the Provider access and attain new or continued knowledge that increases the staff's effectiveness in securing, supporting or improving the employment status of client served by Provider.

D. COUNTY MILLAGE FUNDS: SCHOOL DISTRICT TRANSITION SERVICES

Provide Transition services for eligible students authorized by the applicable School District between the ages of eighteen and twenty-one when selected by the student and their family, and referred by the School District. Transition services shall promote collaboration among DVR, school district, county, DDA, and community agencies that support the transition of students from school to employment and/or post-school activities leading to employment, including career exploration.

Transition services will include the following:

1. Collaborate with School District staff and keep them informed of activities, progress and timelines as outlined in the IEP;
2. Effectively communicate with the student's family and their case manager also informing them of activities, progress and timelines as outlined in the IEP;
3. Develop individualized vocational services plan when needed;
4. Develop individualized budget to implement the vocational services plan and submit to District Administrator and County staff for approval,
5. Work closely with School District staff for purposes of transportation needs and other supports; and
6. Provide monthly written progress reports with all billings to the County that include:
 - Name of School District
 - Students name;
 - Direct service hours to the student;
 - Dates and hours of service on behalf of the student including but not limited to scheduling transportation, name and date employer(s) contacted (initial and follow-up) and job development;
 - Student's wages earned;
 - Hours worked; and
 - Progress on work skills and behaviors as identified and outlined on IEP.
7. Approval of billing invoices require the submittal of a monthly progress report and documentation of service dates and hours provided on the County approved form. Billings must be submitted within 45 days of the last day of the service month to be considered for payment.
8. Services during July and August must be approved by the IEP team and the School District. The school will determine if Extended School Year (ESY) is available for these services and will notify the County in writing of any such approval. A new CSA will be written to cover services during the months of July and August.
9. Students will not be transported in private staff vehicles. Transportation training may include coordination of the school's transportation services, training the individual in use

of public transportation, supports for the individual to obtain a driver's license, walking, bicycling or use of the student's family to provide transportation.

10. The Provider shall assess and document in the Transportation Assessment and Plan each participant's transportation needs. The Provider shall assist each participant to access public or specialized transportation for any activity sponsored as a part of Transition services. It is expected that public or specialized transportation will be utilized, except as detailed in the transportation plan. The cost of transportation is included in the fee for service that a Provider receives
11. If no other viable transportation options are available, the Provider may transport participants in Provider or employee vehicles provided that
 - Provider complies with the automobile insurance requirement set forth in the Provider Contract;
 - Automobile insurance specifically indicates that the provider is covered for transporting clients;
 - Transportation Assessment and Plan indicates this is the only feasible mode of transportation; and
 - DDA Case Manager agrees to the Transportation Assessment and Plan.

10. CLIENT'S INDIVIDUALIZED PLAN:

The Client's DDA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, the County, guardian and others as appropriate. Semi-annual progress reports that describe the outcomes of activities will be provided by the provider and given to the county, the client, their CRM, and others as appropriate. The report will summarize the progress made towards the Client's individualized goals.

Provider shall complete the plan within 30 days of service starting and provide a semi-annual progress report six months after the initial report.

Failure to submit ER/PR within the appropriate time lines will result in billing not being processed until the plans are completed.

All Clients will be contacted by their service provider according to Client need and at least once per month.

If Clients in Individual Employment have not obtained paid employment at minimum wage or better within **six (6) months**, the Provider and County will assure the following steps are taken:

- (a) Review the progress toward employment goals;
- (b) Provide evidence of consultation with the Client/guardian; and
- (c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing

additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The Client may request to participate in Community Inclusion activities or the Client may choose to remain in an employment program. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

11. SETTINGS:

Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441.530(a)(1), including that:

- (a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;
- (b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
- (c) The setting provides opportunities to seek employment and work in competitive integrated settings; and
- (d) The setting facilitates individual choice regarding services and supports, and who provides them.

12. PROVIDER RESPONSIBILITIES:

For State funded services, the Provider agrees to serve only persons referred by DDA who are eligible for direct client services under this Provider Contract. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. The Provider agrees to consider participants for service acceptance upon receipt of referral from County. All referred clients will have the opportunity to participate in vendor interviews and self-select the provider of their choice after interviews. A client may also self-select and waive their participation in interviews but the appropriate form must be completed and signed indicating their selection.

The Provider agrees to provide authorized services, participate in conferences and consult with State DDA Case Managers and County staff to implement changes in participant services if needed. Any change in a participant service including a change in hours of service, will be preceded by an approved and signed County Authorization Form (CSA).

The Provider will clearly communicate to the client, prior to beginning services, the minimum and maximum service hours per month they can expect to receive. The amount of service hours a client receives is based upon his/her demonstrated need, acuity level, work history and documented special conditions per the Services Level Guidelines. If a change in the minimum and/or maximum service hour(s) is expected, the Provider will inform the client prior to the change. The client minimum and maximum service hour(s) ARE reflected in the County Service Authorization and updated planned rates information will not exceed the client's DDA PCSP. The amount of service the client receives should match the County Service Authorization and updated Planned Rates information.

The Provider will have at least one hour of face-to-face contact with each client they are authorized to serve. This contact must consist of at least one hour per month in order to bill for services during that month.

Services and programs shall be provided consistent with related RCW, WAC, Clallam County Program Contract and County Mandatory Requirements.

13. PROGRAM/SERVICE FUNDING AND RATES:

Funding for services is a fee for service method of payment with each unit billed in accordance with the descriptions below.

<u>STATE FUNDS:</u>	
	<i>Individual Supported Employment</i>
	<i>Community Inclusion</i>
	<i>Community Information and Education</i>
<u>COUNTY MILLAGE FUNDS:</u>	
	<i>Port Angeles School District Transition Services</i>
	<i>Sequim School District Transition Services</i>
	<i>Quillayute Valley School District Transition Services</i>
	<i>Continuing Education and Training</i>

Individual Supported Employment Rate Schedule:

SERVICE CODE	SERVICE UNIT	UNIT RATE
568.64	1 unit = 1 hour	\$72.00/hour**
**Beginning March 1, 2021 through June 30, 2021 Individual Employment Services (ISE) will not exceed \$105.00/hour. 1 hour = at least 50 minutes 1 hour = 1 staff hour dedicated to securing, attaining and/or maintaining an Individual Supported Employment option on behalf of eligible and authorized participants of DDA. The Provider may bill for as small as quarter units.		

Community Inclusion:

SERVICE CODE	SERVICE UNIT	UNIT RATE
568.67	1 unit = 1 hour	\$34.00/hour**
**Beginning March 1, 2021 through June 30, 2021 Community Inclusion Services (CI) will not exceed \$49.00/hour. 1 hour = at least 50 minutes 1 hour = 1 staff hour with one program participant dedicated to accessing the community. The Provider may bill for as small as quarter units.		

Community Information and Education:

568.40 Community Information and Education:

Provider, with prior written approval from County, may attend or provide community information and trainings that further the education of the community and/or staff regarding the inclusion of individuals with developmental disabilities into the workforce and/or community. Provider must provide the required documentation of attendance and expenses per county policy and request of the county before reimbursement.

The Total Maximum Compensation for completion of all Community Information and Education payment points shall not exceed **\$3500.00**

High School Transition Services

SERVICE CODE	SERVICE UNIT	UNIT RATE
County Millage	1 unit = 1 hour	\$60.00/hour
	Maximum 20 hours per month	\$1200.00/month
	1:1 Ratio Only	

14. PAYMENT, BILLING AND REPORTS:

Billing shall be submitted no later than the 10th day of the month, following the month in which such expenses were incurred. Billing in December shall be submitted no later than the 3rd day of the month for services provided in November. Later submissions in December will result in payments delayed until the end of January. The County shall pay for services once a month.

Billing reports must be submitted electronically in accordance with requirements of the Washington State AWA Billing System. No payments will be made to the Provider until a timely and accurate billing report is received by the County. Billing reports requiring corrections must be completed and resubmitted by the 15th day of the month. Failure to satisfy such requirements may result in a delay in payment.

Providers must mail a Contract Certification form with an original signature each month when they submit their billing reports electronically. This form must be received in the County office by the 15th day of the month. No payments will be made to the Provider until this form is received by the County. Failure to satisfy such requirements may result in a delay in payment.

A current Clallam County CSA must be in effect for each participant. Billing for services shall not exceed authorized amounts as indicated on the current form. Authorized units of service are pristine to the individual participant as assigned and noted on the Form. No sharing of hours between participants is allowed.

All initial invoices with documentation must be received by the County within 45 calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation including re-posted billing information will be accepted throughout the fiscal year and long as they are received within 45 calendar days of the associated fiscal year. Payment will not be made on any invoice submitted past 45 calendar days after the program agreement fiscal year.

Late or corrected bills and accompanying documentation will be accepted up until 30 calendar days after the associated contract fiscal year. Payment will not be made on any bill submitted past the 30 calendar days of the associated contract fiscal year.

Client services shall not be reimbursed under this Provider Contract when the same services are paid for under the Rehabilitation Act of 1973 (DVR), Public Law 94-142 (Public Education), or any other source of public or private funding.

15. SERVICE STANDARDS:

All providers of employment/day program services contracting with Clallam County to serve eligible individuals with developmental disabilities shall meet the following qualifications:

- Compliance with APSE CESP Code of Conduct, Sections 1 and 3 regardless of certification status;
- Assurance that potential conflict of interest (real or apparent) will not arise. Such a conflict would arise when the employee, officer or agent, any member of immediate family, guardian/decision-maker, or an organization which employs, or is about to employ, any of the above has financial or other interest in the client.
- Documentation of experience, knowledge and performance in providing services to individuals with developmental disabilities will be maintained.
- The following indicators will be incorporated into an agency's overall written performance plan and the agency will document progress over time. An employment service performance plan must include for each acuity level, the following client data:
 - i. Number of new jobs
 - ii. Number of jobs lost and reason for job loss;
 - iii. Percentage of clients employed earning minimum wage or higher; and
 - iv. Average number of hours worked by client.
- Documented history of working cooperatively with community-based organizations including employers, the Division of Vocational Rehabilitation (DVR) and schools;
- Demonstrated methods for providing services based on individual needs as outlined in a client's plan;
- Commitment to support integration of individuals with developmental disabilities with people who are not disabled;
- The administrative capabilities necessary to safeguard public funds including: maintaining accurate accounting books, records, documents and other materials relevant to the provision of goods and services;
- A management system that provides for systematic accumulation, filing and retention of timely reports to the County, DDA and/or for federal audits;
- Adequate internal control systems: The Provider will maintain written policy procedural manuals for information systems, personnel and accounting/finance in sufficient detail such that, operations can continue should staffing change or absences occur;
- Compliance with the qualifications outlined in DDA Policy 6.13, Program Provider Qualifications;

- To be a qualified service provider of employment services, an agency must employ at least one or more individuals who:
 1. Have at least two years of experience – or an Employment Professional Certificate from Highline Community College or CESP Certification and one year of experience - related to the employment services the agency provides to DDA clients;
 2. Experienced staff that have documented current training and/or continued education on best employment practices. Additionally experienced staff must have the skill and ability to impart this information to frontline/direct line staff and maintain evidence of doing so.
 3. Staff core competencies will include the following at minimum:
 - Developing, obtaining, and maintaining community-based employment placements with minimum wage compensation or greater;
 - Conducting Discovery assessments;
 - Goal and career planning;
 - Job preparation;
 - Job development;
 - Work place and job analysis;
 - Job Coaching, including task design and training, support strategies, and natural support;
 - Documenting goals and writing reports clearly; and
 - Knowledge of Social Security benefits.
- Ensures that direct service staff are 18 years of age or older, have received training and have documented knowledge in the following areas:

Prior to working with clients:

1. Client Confidentiality;
2. Current individual instruction and support plans for each client with whom the employee works;
3. DDA Policy 4.11 Working Age Adult (adult services only);
4. DDA Policy 5.06 Client Rights;
5. DDA Policy 5.13 Protection from Abuse; Mandatory Reporting
6. DDA Policy 6.08 Mandatory Reporting Requirements for Employment and Day Program Service Providers
7. DDA Policy 9.03 Employee Protection from Bloodborne Pathogens
8. DDA Policy 9.07 HIV & AIDS
9. DDA Policy 12.01 Incident Management
10. DD Policy 13.01 Public Disclosure of Records and Safeguarding of Confidential Information
11. DDA Policy 14.01 Environmental Safety (First Aid/CPR)
12. Competencies including:
 - Values that support the abilities of each individual
 - Effective Communication – The ability to effectively listen and to make one's self understood
 - Planning methods
 - Crisis Prevention and Intervention

Within One Month of Employment Start Date:

Overview of DDA Policies, including:

1. DDA Policy 3.01 Service Plans
2. DDA Policy 5.03 Client Complaints
3. DDA Policy 5.17 Physical Intervention Techniques

Within Three Months of Employment Start Date:

2. Program skill development
3. DDA Policy 5.02 Necessary Supplemental Accommodation
4. DDA Policy 5.05 Limited English Proficient Clients
5. DDA Policy 5.14 Positive Behavior Support
6. DDA Policy 5.15 Use of Restrictive Procedures
7. DDA Policy 13.04 Access to Client Records Maintained by DDA

- Ensures that all direct service staff review new and updated County and DDA policies when issued. Staff review will be documented in provider's file.
- Ensures that direct service staff are licensed or registered when appropriate/required.
- Proof of background criminal history clearance in accordance with RCW 43.43. 830-845, RCW 74.15-030 and Chapter 388-06 WAC on all staff. A background history clearance is required every three years for all employees, sub-contractors and/or volunteers who may have unsupervised access to vulnerable DDA clients. If the Provider elects to hire or retain an individual after receiving notice that the individual has a conviction for an offense that would disqualify the individual from having unsupervised access to vulnerable adults as defined in RCW 74.32, then the County shall deny payment for any subsequent services rendered by the Provider. The DSHS Background Check Central Unit (BCCU) must be used to obtain background clearance.
- The Provider and all their staff members are mandated reporters under RCW 74.34.020(1) and must comply with reporting requirements described in RCW 74.34.035, RCW 74.34.040 and RCW 26.44. If the County is notified that a Provider staff member is cited or on the registry for a substantiated finding, then that staff member will be prohibited from providing services under the Clallam County Provider Contract.
- The Provider will assure adequate staffing levels to provide services all services and when staffing is not adequate, and will inform the County when staffing is not adequate to serving potential clients.

GENERAL TERMS & CONDITIONS

1. SCOPE OF PROVIDER'S SERVICES

The Provider agrees to provide to the County services and any materials set forth in the Special Terms & Conditions [Exhibit "A"] during the Contract period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Contract.

2. ASSIGNMENT

The Provider may not assign any of the Provider's Contract rights or obligations to a third party without the prior, written consent of the County and the written assumption of the Provider's obligations by the third party.

3. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the Contract, the Provider shall comply with all applicable federal, state and local laws, regulations, and rules.

4. CONFIDENTIALITY OF PARTICIPANT INFORMATION

- a. The Provider shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the Provider's performance of the services contemplated hereunder, except:
 - (1) As provided by law; or
 - (2) In the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Provider shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Provider to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - (1) Each Provider will have a written policy for the appropriate use, storage, disclosure, modification and loss of Confidential Information in all formats and all staff will be trained in this policy. Documentation of training will be maintained by Provider.
 - (2) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (3) Physically securing any computers, documents, portable devices such as smart phones, tablets, flash memory devices, portable hard disks and laptop/notebook/netbook computers if those items or other media containing Confidential Information may be transported out of a Secured area. . Data will not be stored on portable devices or media unless:
 - i. It is appropriately encrypted with a key length of at least 128 bits;
 - ii. Control access to devices with a Unique User ID and Hardened Password or stronger authentication method;
 - iii. Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity. Maximum period of inactivity is 20 minutes.
 - iv. Properly inventoried and controlled;
 - v. Stored in a secured area.
 - vi. Under the control of Contractor staff at all times when in an unsecured location.
 - (4) Ensuring the security of Confidential Information transmitted via fax (facsimile) by:
 - i. Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

- ii. Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - iii. Verifying after transmittal that the fax was received by the intended recipient.
- (5) When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - i. Transporting the data within the (State Government Network) SGN or Contractor's internal network, or;
 - ii. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public internet.
- (6) When transporting six (6) or more records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate:
 - i. Use a Trusted System
 - ii. Encrypt the Confidential Information, including:
 - (a) Encrypting email and/or email attachments which contain Confidential Information
 - (b) Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- (7) Send paper documents containing Confidential Information via a Trusted System. When not in use, such records must be stored in a locked container such as a file cabinet, locking drawer or safe in a secured area accessible only to authorized personnel.
- (8) DSHS data may be stored on portable or non-portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery process. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If so, such media will be protected as otherwise described in this contract. If this media is retired while DSHS Confidential Information still exists upon it, that data will be destroyed at that time in accordance with the approved destruction methods obtained from the County contact identified on the cover page of this Contract.
- c. DSHS Data must be desegregated or otherwise distinguished from non-DSHS data. This is to ensure that when no longer needed by Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation:
 - (1) DSHS Data will be kept on media which will contain no non-DSHS Data. And/or,
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS Data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically separated from non-DSHS Data in a drawer, folder or other container.
 - (6) When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS Data with which it is comingled must be protected as described in the preceding paragraphs.
- d. Upon request of the County or at the end of the Contract term, or when no longer needed, the Provider shall return the Confidential Information or certify in writing that the Provider employed a DSHS approved method to destroy the information. The Provider may obtain information regarding approved destruction methods from the County contact identified on the cover page of this Contract.
- e. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents

containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping or incineration.

5. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the County Coordinator and DSHS Contact designated on the contract within one (1) business day of discovery. The Provider must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by the county, law or DSHS. PROVIDER CERTIFICATION REGARDING ETHICS

The Provider certifies that the Provider is in compliance with RCW Chapter 42.23 and 42.20; and shall comply with said RCW Chapters throughout the term of the Contract.

6. PROVIDER NOT AN EMPLOYEE OF COUNTY

The Provider's services shall be furnished by the Provider as an independent Provider and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

For purposes of the Contract, the Provider acknowledges that the Provider is not an officer, employee, or agent of the County. The Provider acknowledges that the entire compensation for this Contract is specified in Special Terms & Conditions [Exhibit "A"] and the Provider is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Provider represents that it maintains a separate place of business, serves participants other than the County, will report all income and expense accrued under this Contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent Provider relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Provider agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any overpayments be made to the Provider pursuant to this Contract, the Provider agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Provider, its officers, employees and/or agents, shall not be entitled to any benefits which Clallam County provides to its employees.

7. NO GUARANTEE OF EMPLOYMENT

The performance of all or part of this Contract by the Provider shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Provider or any employee of the Provider or any Subcontractor or any employee of any Subcontractor by the County at the present time or in the future.

8. REGULATIONS AND REQUIREMENTS

This Contract shall be subject to all federal, state and local laws, rules, and regulations.

9. RIGHT TO REVIEW

This Contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Each subcontractor will be evaluated at

least once per contract biennium. The evaluation system will incorporate Quality Assurance items and Quality Improvement measures incorporated with it. A copy of this evaluation system shall be made available to all subcontractors and the DDA upon request. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Contract and its performance, and any and all communications with or evaluations by service recipients under this Contract. The Provider shall preserve and maintain all financial records and records relating to the performance of work under this Contract for six (6) years after Contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

The Provider shall maintain records sufficient to:

- a. document performance of all acts required by statute, regulation, rule, or the Contract;
- b. substantiate the provider's statement of its organization's structure, tax status, capabilities, and performance;
- c. demonstrate accounting procedures, practices and records which sufficiently and properly document the Provider's invoices to the County and all expenditures made by the Provider to perform as required by the Contract; and
- d. establish and maintain adequate internal control systems: The Provider will maintain written policy/procedural manuals for information systems, personnel, and accounting/finance in sufficient detail that, operations can continue should staffing change or absences occur.

Documentation, books, records, and other evidence shall be kept at the company's Clallam County Office and will be available for examination by the County at reasonable times.

10. MODIFICATIONS

Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. TERMINATION FOR DEFAULT

The County may terminate the Contract in whole or in part, by written notice to the Provider, if the County has a reasonable basis to believe that the Provider has:

- failed to meet or maintain any requirement for contracting with the County;
- failed to perform under any provision of the Contract;
- becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors; and/or
- otherwise breached any provision or condition of the Contract.

Before the County may terminate the Contract, the County may, by depositing written notice to the Provider in the U.S. Mail, postage prepaid, terminate the Contract, and at the County's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Provider shall not be entitled to receive any further payments under the Contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Provider. The Provider agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

However, the County may terminate the Contract without written notice and without opportunity for correction, if the County has a reasonable basis to believe that the Provider has failed to ensure the health or safety of any participant for whom services are being provided under the Contract or the Provider has violated any law, regulation, rule, or ordinance.

If a notice of termination for default has been issued and it is later determined for any reason that the Provider was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience paragraph hereof.

12. TERMINATION FOR CONVENIENCE

The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interest of the County. Whenever the Contract is terminated in accordance with this paragraph, the Provider shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by the County.

The Provider may terminate the Contract by giving the County at least thirty (30) calendar days' written notice addressed to: Director, Clallam County Department of Health and Human Services, 111 E. 3rd Street, Port Angeles, WA 98362.

13. TERMINATION DUE TO INSUFFICIENT FUNDS

If sufficient funds for payment under this Contract are not appropriated or allocated or are withdrawn, reduced or otherwise limited, the County may terminate this Contract upon five (5) days written notice to the Provider. No penalty or expense shall accrue to the County in the event this provision applies.

14. TERMINATION PROCEDURE

The following provisions apply in the event that this Contract is terminated:

- a. The Provider shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
- b. The Provider shall provide the County with an accounting of authorized services provided through the effective date of termination.
- c. If the Contract has been terminated for default, the County may withhold a sum from the final payment to the Provider that the County determines necessary to protect itself against loss or liability.

15. DEFENSE AND INDEMNITY CONTRACT

The Provider agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, officials, agents and/or employees, from and against any and all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorney's fees and/or costs by reason of any and all claims and demands upon the County, its appointed and elected officers, officials, agents and/or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Provider, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed and elected officers, officials, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed and elected officers, officials, agents and/or employees. It is further provided that no liability shall attach to the County by reason of entering into this Contract, except as expressly provided herein.

16. INDUSTRIAL INSURANCE WAIVER

With respect to the performance of this Contract and as to claims against the County, its appointed and/or elected officers, officials, agents and/or employees, the Provider expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Contract extend to any claim brought by or on behalf of any employee of the Provider. Along with the other provisions of this Contract, this waiver is mutually negotiated by the parties to this Contract.

17. VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Contract shall be governed by the law of the State of Washington.

18. WITHHOLDING PAYMENT

In the event the County Project Manager determines that the Provider has failed to perform any obligation under this Contract within the times set forth in this Contract, then the County may withhold from amounts otherwise due and payable to Provider the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Provider to termination or damages, provided that the County promptly gives notice in writing to the Provider of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Provider of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Provider acts within the times and in strict accord with the provision of the Disputes clause of this Contract. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Provider, (3) to set off any amount paid or incurred from amounts due or to become due the Provider. In the event the Provider obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Provider by reason of good faith withholding by the County under this clause.

19. RIGHTS AND REMEDIES

The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

20. PROVIDER'S COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment received from the Provider concerning this Contract shall be binding upon the Provider, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Provider to fulfill such a commitment shall render the Provider liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Contract, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

21. PATENT/COPYRIGHT INFRINGEMENT

Provider will defend, indemnify and hold harmless the County, its appointed and elected officers, officials, agents and/or employees from and against any and all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its appointed and elected officers, officials, agents and/or employees for damages because of the Provider's alleged infringement of any patent or copyright. The Provider will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, officials, agents and/or employees in any action. Such defense and payments are conditioned upon the following:

- a. That Provider shall be notified promptly in writing by County of any notice of such claim.
- b. Provider shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

22. DISPUTES

- a. The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.
- b. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County Coordinator at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Coordinator shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Coordinator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Coordinator are in error.
 - (1) In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The original written materials will be submitted to the County Coordinator, who will then deliver the materials to a Dispute Resolution Board as described below. Copies of all written materials will be served upon the parties.
 - (2) If an appeal of the County Coordinator decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member. The Dispute Resolution Board will then attempt to resolve the dispute based upon the written materials provided by the County Coordinator.
 - (3) Reviews of the Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- c. Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Coordinator or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act,

failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

- d. Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

23. OWNERSHIP OF ITEMS PRODUCED

All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Provider and/or its consultants or Subcontractors, in connection with the performance of this Contract shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Provider and/or its agents shall have no ownership or use rights in the work.

24. RECOVERY OF PAYMENTS TO PROVIDER

The right of the Provider to retain monies paid to it is contingent upon satisfactory performance of this Contract, including the satisfactory completion of the project described in the Special Terms & Conditions [Exhibit "A"]. In the event that the Provider fails, for any reason, to perform obligations required of it by this Contract, the Provider may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Provider for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per annum from the time the County Project Manager demands repayment of funds.

25. PROJECT APPROVAL

The extent and character of all work and services to be performed under this Contract by the Provider shall be subject to the review and approval of the County Project Manager. For purposes of this Contract, the County Project Manager is:

Name:	Kelley Lawrence
Title:	Developmental Disabilities Program Coordinator
Address:	111 E. 3 rd Street; Port Angeles, WA 98362
Telephone:	360-417-2407
E-mail:	klawrence@co.clallam.wa.us
Phone:	360-417-2407

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Provider's right to appeal that decision as provided herein.

26. NON-DISCRIMINATION

The Provider shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

27. SUBCONTRACTORS

This is a fee-for-service Contract and the Provider will not enter into subcontracts for any of the work expected by this Contract without first obtaining review and written approval of the subcontract by the County.

In the event that the Provider employs the use of any Subcontractors with the written approval of the County, the Contract between the Provider and the Subcontractor shall provide that the Subcontractor bound by the terms of this Contract between the County and the Provider. The Provider shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

28. THIRD PARTY BENEFICIARIES

This Contract is intended for the benefit of the County and Provider and not for the benefit of any third parties.

29. STANDARD OF CARE

The Provider shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Provider currently practicing under similar circumstances. The Provider shall, without additional compensation, correct those services not meeting such a standard.

30. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Contract unless a more specific time period is set forth in either the Special Terms & Conditions or Scope of Work

31. NOTICE

Except as set forth elsewhere in the Contract, for all purposes under this Contract, except service of process, any notices shall be given by the Provider to the County Project Manager. Notice to the Provider for all purposes under this Contract shall be given to the person executing the Contract on behalf of the Provider at the address identified on the signature page.

32. SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

33. PRECEDENCE

In the event of an inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- Applicable federal, state, and local law, regulations, rules, and ordinances;
- the DSHS Basic Agreement;

- this Contract, including Exhibits;
- these General Terms & Conditions; and
- any document incorporated in the Contract by reference.

34. WAIVER

Waiver of any breach or condition of this Contract shall not be deemed a waiver of any prior to subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

35. ATTORNEY FEES

In the event that litigation must be brought to enforce the terms of this Contract, the prevailing party shall be entitled to be paid reasonable attorney fees.

36. CONSTRUCTION

This Contract has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

37. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Provider is out of compliance with any of the terms or conditions of this Contract, the following process will be pursued:

- a. The County's DD Coordinator notifies the appropriate Provider staff of the potential non-compliance and an agreeable solution is reached.
- b. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and Provider shall meet and discuss areas of contention and attempt to resolve the issues involved.

The County will provide by registered mail to the Provider's Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

- c. Within twenty (20) calendar days of the date the written notification was mailed, a discussion between County and the Provider's Director of Board designee of the areas of non compliance or potential non-compliance shall be conducted.
- d. If the County and the Provider cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non- compliance, unless a written extension of the period to agree upon corrective action is issued by the County.
- e. Nothing in this section shall preclude audits by other duly authorized representatives of the County, the Department of Social and Health Services or other departments of State government, nor shall it preclude the recoupment of overpayments identified through those audit procedures.

38. EXECUTION, AMENDMENT AND WAIVER

The Contract shall be binding on the County only upon signature by the County Commissioners. The Contract may only be altered, amended, or waived by a written amendment executed by both parties. Only the County Commissioners have authority to alter, amend or waive the Contract on behalf of the County.

39. INSURANCE

The Provider shall maintain insurance as specified and shall pay for losses for which it is found liable. Without limiting the Provider's indemnification, it is agreed that the Provider shall maintain in force, at all times during the performance of this Contract, a policy or policies of insurance covering its operations and shall in each policy, name the County, its appointed and/or elected officers, officials, agents and/or employees as additional insureds.

The Provider shall maintain continuously during the term of this Contract public liability insurance with limits of liability not less than:

\$ 500,000	each person, personal injury, including death
\$1,000,000	each occurrence, personal injury, including death
\$ 250,000	each occurrence, property damage liability
\$2,000,000	aggregate
\$1,000,000	Errors and Omissions per occurrence
\$2,000,000	Errors and Omissions aggregate

The Provider shall inform the County in writing of any changes in insurance and provide County with a new certificate of insurance within twenty days of the change.

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Provider is required to obtain and maintain pursuant to this Agreement shall be primary over any third-party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third-party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Provider is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Provider and the Provider's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

The County retains the right to withhold payment if the Provider does not provide timely and adequate proof of the insurance required by this Section.

The Provider shall ensure that vehicles used to transport participants as a part of services provided under this Contract are covered by a commercial vehicle insurance policy with a clear indication that clients may be transported by the provider and are covered under the policy. Further, each employee driving clients shall have their personal automobile insurance, driver's license and current driving abstract on file at the Provider's administrative office.

The Provider shall maintain Worker's Compensation coverage as required by the Industrial Insurance Act of the State of Washington.

The Provider agrees to maintain a fidelity bond in the amount of Twenty Thousand Dollars (\$20,000) which covers all individuals responsible for the administration of funds. Evidence of the fidelity bond shall be provided to the County within thirty (30) calendar days of the date of this Contract. The Provider will inform the County in writing of any change in the bond and provide evidence of continuing bonding coverage within thirty (30) calendar days of the change.

40. AUDITS

The Provider shall demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

Except as set forth herein, for contracts up to and including one year in length, an independent financial audit ("audit") of funds shall be performed. For contracts in excess of one year and up to and including two years, an independent financial review ("review") of funds shall be performed in the first year of the Contract and an audit shall be performed in the second year.

The Provider is required to submit to the County a copy of the independent auditor's or reviewer's final report within thirty (30) days following the issuance of the report. Additionally, the Provider shall provide comments on the findings and recommendations in the report, including a plan for Corrective Action.

The Provider will submit their plan for audit or review to the County by **September 1, 2019**, including time frame for completion of audit or review, standards by which they will be audited or reviewed, and the name of the individual or organization who will complete the audit or review, the Provider's total federal funding, and determination of the applicability of a Single Audit.

Audits and reviews must be submitted within the time frame described in the Provider's plan. Any audit or review must be in accordance with all applicable Federal and State statutes, as well as the State to County Basic Agreement.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Audits and reviews shall be conducted to determine compliance with the rules and regulations of each program service. In accordance with RCW 74.09.200, only those participant records or portions thereof, for which services were reimbursed by the County may be examined.

If the Provider is a subrecipient of federal awards as defined by the Office of Management and Budget (OMB), the Provider shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance numbers. The Provider shall make the Provider's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DSHS and the County. The Provider shall incorporate audit requirements into all contracts between the Provider and its Subcontractors who are subrecipients. The Provider shall comply with any future amendments to the Federal Code of Regulation for Single Audits and any successor or replacement Circular or regulation.

If the Provider expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Provider shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Provider shall submit to the County contact person the data collections form and reporting package specified in the Federal Code of Regulation for Single Audits, reports required by the program specific audit guide, if applicable, and a copy of any management letters issued by the auditor.

41. TREATMENT OF ASSETS PURCHASED BY PROVIDER

Except as provided in the Contract, title to all assets (property) purchased or furnished by the Provider is vested in the Provider and the County waives all claim of ownership to such property.

42. TREATMENT OF PARTICIPANT ASSETS

Except as otherwise provided by court order, the Provider shall ensure that any participant for whom the Provider is providing services under the Contract shall have unrestricted access to the participant's personal property. The Provider shall not interfere with the participant's ownership, possession, or use of such property. Upon termination of the Contract, the Provider shall immediately release to the participant all of the participant's personal property.

43. TREATMENT OF COUNTY ASSETS

Except as otherwise provided in the Contract, title to all assets (property) purchased or furnished by the County for use by the Provider during the Contract term shall remain with the County. During the term of the Contract, the Provider shall protect, maintain, and insure all County property in the Provider's possession against loss or damage.

44. TITLE XIX WAIVER PROVISIO

Participants identified as covered under Division of Developmental Disabilities' home and community-based waiver programs shall not be funded under this Contract when services are available from the Division of Vocational Rehabilitation under PL 94-142, Title V, Section 504 of the Rehabilitation Act of 1973 or under Social Security programs which assist with employment options under PL 99-643, Section 1619(a) Employment Opportunities for Disabled Americans Act, 1986, PASS or IRWE plans.

The Provider assures that documentation is on file with the County assigning to the County its Medicaid billing rights for services to participants eligible under DDA's home and community-based waivers. Such services must be purchased no differently from the way services are purchased for participants not eligible under the waiver. Services must be purchased on a Fee for Service basis to satisfy the Title XIX Contract.

45. HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT of 1996 (HIPAA)

In addition to any other confidentiality requirements set forth herein, the Provider shall comply with the following provisions if it constitutes a "business associate" as that term is defined in 45 CFR §160.103, as now or hereafter amended.

a. The Provider is not authorized to use or further disclose "Protected Health Information" (PHI) as that phrase is defined in 45 CFR § 164.501, as now or hereafter amended, in a manner that would violate the requirements of 45 CFR § 165.504(e), as now or hereafter amended, if done by the Clallam County, except that:

- (1) The Provider may use and disclose PHI for the proper management and administration of the Provider, as provided in paragraph 45 CFR § 164.504(e)(4); and
- (2) The Provider may provide data aggregation services relating to the health care operations of Clallam County.

b. The Provider will:

- (1) Not use or further disclose the information other than as permitted or required by this Contract or as required by law;

- (2) Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Contract;
 - (3) Report to Clallam County any use or disclosure of the information not provided for by this Contract of which it becomes aware;
 - (4) Ensure that any agents, including a Subcontractor to whom it provides PHI received from, or created or received by the Provider on behalf of, Clallam County agrees to the same restrictions and conditions that apply to the Provider with respect to such information;
 - (5) Make available PHI in accordance with 45 CFR § 164.524;
 - (6) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;
 - (7) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - (8) Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Provider on behalf of, Clallam County available to the Secretary for purposes of determining Clallam County's compliance with this subpart; and
 - (9) At termination of the Contract, if feasible, return or destroy all PHI received from, or created or received by the Provider on behalf of, Clallam County that the Provider still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- c. In addition to any other termination clause herein, this Contract may be terminated by Clallam County if Clallam County determines that the Provider has violated a material term of this provision.
 - d. The Provider may use the information it has received in its capacity as a business associate to Clallam County, if necessary:
 - (1) For the proper management and administration of the Provider; or
 - (2) To carry out the legal responsibilities of the Provider.
 - e. The Provider may disclose the information it has received in its capacity as a business associate for the purposes described in 4 of this section, if:
 - (1) The disclosure is required by law; or
 - (2) (a) The Provider obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
 - (b) The person notifies the Provider of any instances of which it is aware in which the confidentiality of the information has been breached.

46. SURVIVAL

Without being exclusive, Paragraphs 7, 10, 16-22, 24-25 and 34-37 of these General Terms & Conditions shall survive any termination, expiration or determination of invalidity of this Contract in whole or in part. Any other Paragraphs of this Contract which, by their sense and context, are intended to survive shall also survive.

47. ENTIRE CONTRACT

This written Contract represents the entire Contract between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

48. DEBARMENT CERTIFICATION

The Provider, by signature to this Agreement, certifies that the Provider is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

49. BACKGROUND/CRIMINAL HISTORY CHECK

A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS participants, in accordance with RCW 43.43.830-845, RCW 74.15.030 and chapter 388.06 WAC. Character Competence and Suitability Reviews, if required, will be updated every three years.

If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the County shall deny payment for any subsequent services rendered by the disqualified individual provider.

It is required that the DSHS Background Check Central Unit (BCCU) be utilized to obtain background clearance.

50. REPORTING ABUSE AND NEGLECT

The Provider and its subcontractors under this contract will comply with RCW 74.34 and RCW 26.44 to the extent required by law. If the County is notified by DSHS that a Provider (or any of their staff, volunteers or authorized agents) is cited or on the registry for a substantiated finding, then associated staff will be prohibited from providing services under this contract.

"Exhibit C"

Data Security Requirements

1. Definitions. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. **“AES” means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).**
 - b. **“Authorized Users(s)” means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.**
 - c. **“Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).**
 - d. **“Cloud” means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, O365, and Rackspace.**
 - e. **“Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred and required to be implemented by 6/30/2020) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.**
 - f. **“Hardened Password” means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.**
 - g. **“Mobile Device” means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.**
 - h. **“Multi-factor Authentication” means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. “PIN” means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.**

- i. “Portable Device” means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
 - j. “Portable Media” means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
 - k. “Secure Area” means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
 - l. “Trusted Network” means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
 - m. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/fsa/central-contract-services/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
 3. **Administrative Controls.** The Contractor must have the following controls in place:
 - a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
 - b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
 - c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.
 4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is

limited to authorized staff, the Contractor must:

- a. Have documented policies and procedures governing access to systems with the shared Data.
- b. Restrict access through administrative, physical, and technical controls to authorized staff.
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
- d. Ensure that only authorized users are capable of accessing the Data.
- e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase, which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

- (1) Ensuring mitigations applied to the system do not allow end-user modification. Examples would include but not be limited to installing key loggers, malicious software, or any software that will compromise DSHS data.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples include, but are not limited to RADIUS Microsoft Remote Desktop (RDP) and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point. All Contractors must be in compliance by 6/30/2020.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a “run” of three or more consecutive numbers (12398, 98743 would not be acceptable)
 - j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
 - k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes.**

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation for your records in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network.

(g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within the contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:
 - a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
 - b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
 - c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
 - d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.
7. **Data Segregation.**
 - a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
 - b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.
8. **Data Disposition.** When the contracted work has been completed or when the DSHS Data is no longer needed, except as noted above in Section 5.b, DSHS Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, incineration, or contractor
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

2d
4/6/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 3-29-21

REGULAR AGENDA ☐ Meeting Date: 4-6-21

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #100241.21.001 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Executive summary:

RCW 36.72.071 stipulates that all county officers use the "official county newspaper" as designated by the county legislative authority for all legal notices and delinquent tax lists advertisements. RCW 36.72.075 outlines a process for determining the "official county newspaper" that includes a notice of bids and a contract award at the first Board meeting in April for a contract to run July 1 through June 30. The process includes provisions if there are two or more legal newspapers. There is only one legal newspaper within the County as published by Sound Publishing who owns the *Peninsula Daily News*, *Sequim Gazette*, and *Forks Forum*. Since the County only has one legal newspaper, bidding for the "official county newspaper" is unnecessary. Sound Publishing did notify the County that there will be a slight increase in advertising fees for the *Peninsula Daily News* to \$7.90 per a column inch (previous years \$7.80). The contract has been sent to the Prosecuting Attorney for review and approval as to form. It will be before the Board for approval on April 6.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

The *Peninsula Daily News* is willing to continue providing legal advertising at \$7.90 per column inch. By not bidding, the County is saving advertising expense and staff time.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Enter into a legal advertising agreement with the *Peninsula Daily News* as the "official county newspaper" at the rate of \$7.90 per column inch; duplicate notices in the *Sequim Gazette* will be \$2.75 per column inch; and \$3 per column inch in the *Forks Forum*. Contract to run from July 1, 2021 through June 30, 2022.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: March 24, 2021

- * Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Legal Advertising contract.docx
Revised: 3-04-2019

The Clallam County Commissioners hereby designate the *Peninsula Daily News* as the "Official County Newspaper" for printing of Clallam County legal publications during the year beginning July 1, 2021 and ending June 30, 2022.

RCW 36.72.071 stipulates that all County Officers use the "official county newspaper" as designated by the County legislative authority for all legal notices and delinquent tax lists advertisements. RCW 36.72.075 outlines a process for determining the "official county newspaper" that includes a notice of bids and contact award at the first Board meeting in April for a contact to run July 1 through June 30. The process includes provisions if there are two or more legal newspapers. There is only one legal newspaper with in the County as published by Sound Publishing who owns the *Peninsula Daily News*, *Sequim Gazette*, and *Forks Forum*. Since the County only has one legal newspaper, bidding for the "official county newspaper" is unnecessary.

The rate for legal advertising is **\$7.90** per column inch and applies to all county departments and offices publishing in the *Peninsula Daily News*. The rates for duplicate legal notices which first appear in the *Peninsula Daily News*, appearing in the *Sequim Gazette* will be \$2.75 per column inch; and \$3 per column inch for the *Forks Forum* and applies to all county departments and offices. The rate for the *Peninsula Daily News* is conditioned upon the advertising copy reaching the newspaper office at 305 West First Street in Port Angeles not later than 2 p.m. three business days prior to the publication date. For duplicate advertising first appearing in the *Peninsula Daily News*, advertising copy must reach the *Sequim Gazette* or *Forks Forum* the Friday prior to the publishing date. Legal advertisements shall be addressed to the Legal Advertising Department, legals@peninsuladailynews.com.

Re-publication of legal advertisements required due to errors or omissions in printing attributable to the publisher shall be without charge to the county.

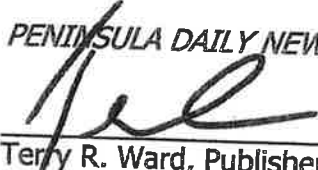
Statements are due and payable on the first of the month following service. Clallam County assumes liability for the content of advertisements authorized for publication in the *Peninsula Daily News*, *Sequim Gazette*, and *Forks* and for any claims that arise therefrom that may be made against the publisher except for those claims arising from advertisements erroneously printed by the publisher.

IN WITNESS WHEREOF, the parties have executed this agreement on April 6, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

PENINSULA DAILY NEWS



Terry R. Ward, Publisher

ATTEST:

Loni Gores, CMC, Clerk of the Board

Approved to form:



Clallam County Prosecuting Attorney's Office