



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, March 29, 2021 – 8:00 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.

Administration - 9 a.m.

1. Calendar/Correspondence
2. Pre-application questionnaire with Washington State Department of Agriculture for knotweed control

Pre-application questionnaire 

3. Discussion on park acquisition – real estate assessment

Discussion

4. Olympic Community of Health behavioral Health report – 9:30 a.m.

Report

Presentation 1

Presentation 2

5. Contract amendment 1 with Morningside for Developmental Disabilities

Contract amendment 1

6. Contract amendment 1 with Pierce, Jones & Associates for Developmental Disabilities

Contract amendment 1

7. Contract amendment 1 with Concerned Citizens for Developmental Disabilities

Contract amendment 1

Public Works

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

Letter

9. Annual certification for Road Fund expenditures for fish passage barrier removal and traffic law enforcement (4b)*

Annual certification

Public Works

Board of Commissioners

10. Designation of the Associate Development Organization

Designation

11. Resolution regarding Peninsula Housing Authority

Resolution

12. Notice of hearing to be held Tuesday, April 20, 2021 at 10:30 a.m. for amending Clallam County Policy 952- Boards and Committees

Notice of hearing

13. Agreement with Peninsula Daily News for legal advertising

Agreement

General Discussion/Items for Future Agendas

- A. Commissioners Conversation Meeting – CANCELLED (April 5 at 7:30 a.m.)
- B. Charter Review Commission recommendation hearing (April 6 at 10:30 a.m.)
- C. Charter Review Commission recommendation hearing (April 12 at 1 p.m.)
- D. Charter Review Commission recommendation hearing (April 12 at 5 p.m.)
- E. Charter Review Commission recommendation DCD discussion on next steps (April 12)
- F. Charter Review Commission recommendation hearing (April 13 at 10:30 a.m.)
- G. Charter Review Commission recommendation hearing (April 19 at 1 p.m.)
- H. Charter Review Commission recommendation hearing (April 26 at 5 p.m.)
- I. Joint Meeting with the Port of Port Angeles (April 26 at 11 a.m.) – Located at BOCC
- J. FEMA Flood Maps workshop update (May 10 at 10:30 a.m.)
- K. Noise Ordinance (TBD)

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

- Other items may be added at the discretion of the Board and additional Work Sessions may be scheduled if more time is needed to allow for adequate discussion.
- 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.



AGENDA ITEM SUMMARY

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

2
3/29/21

Department: Extension/ Noxious Weed Control

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

REGULAR AGENDA ☐ **Meeting Date:**

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 pre-grant approval |

Documents exempt from public disclosure attached: ☐

Executive summary:

Pre-approval to submit a grant for knotweed control funding from Washington State Department of Agriculture.

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?** ☐

There is no budget impact at this time.

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

County Official signature & print name: Cathy Lucero 

Name of Employee/Stakeholder attending meeting: Cathy Lucero

Relevant Departments: Noxious Weed Control

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 Pregrant Application Form 4-24-21
Revised: 3-04-2019

Clallam County

Grant Application Information

DEPARTMENT: **Extension/Noxious Weeds**

DATE SUBMITTED TO W/S: 3/24/21

GRANT NAME: **Olympic Knotweed Control**

APPLICATION DEADLINE: **4/30/21**

ISSUING AGENCY: **WSDA**

IS THIS A RENEWAL? **no**

LENGTH OF GRANT: **2 year**

RENEWAL POSSIBLE?

TOTAL AWARD: **45,073 request**

ANNUAL AMOUNT :

MATCH REQUIRED? **No**

MATCH AMOUNT:

DESCRIPTION OF GRANT AND PURPOSE:

The purpose of this grant is control of invasive knotweed species in riparian areas that threaten public and private natural resources. This grant would provide funding to assist with knotweed control activities by various partners while expanding engagement with private landowners where initial treatments have already occurred.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:

This grant provides for control of the several species of knotweed on both public and private lands. Studies have shown how knotweed impairs ecosystem functions, degrades natural resources and therefore has a negative economic impact on both public and private land. In addition to public outreach and education opportunities, this grant will fund direct treatments in sensitive areas where landowners cannot treat themselves. Local employment to implement knotweed control projects will benefit our local economy.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?

Yes-This is part of an ongoing effort to eradicate knotweed in various watersheds. This funding is essential to continue other grants which are part of ongoing efforts by the Weed Board and various Olympic Invasive Working Group partners.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

These grants allow for a continuation of work to control knotweed in areas where control has already begun or where partners have brought their own resources to share the expense required to continue projects.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?

Performance measures will include river miles protected/surveyed, acres of knotweed surveyed and treated and number of landowners assisted. These are the performance measures required by the grantor. An end-of-year report will document activities and provide a status report and future project recommendations.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?

No. We have been very careful to tell citizens that funding for projects is grant driven and future projects or level of support will depend on how much grant funding received. Further, the long-term goal of these projects is to involve affected communities so that citizens, themselves, are educated on how to take care of the knotweed problem and provide their own long term solution.

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?

This WSDA grant does not require match, but may be used as match for other grants.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

For the most part, impacts on other departments are minimal and mainly relate to meeting county policy regarding newly hired employees. No additional office space, computers or telephone service will be required. Transportation needs have been accommodated by the Road Department.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?

Most seasonal hiring will have already occurred with funds anticipated from other grants previously budgeted in the 2021 budget. The positions are seasonal and will end after 4 months.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?

Yes.

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

The WSDA grant will cover salaries, supplies and transportation for field crew assisting landowners with knotweed infestations in environmentally significant rivers county-wide. Additionally, not approving this grant will halt support to several grants received by at least three Tribal entities in Clallam County. It will affect at least 3 part-time positions that will be supplemented by this grant; local employment opportunities which are badly needed in our community. Loss of this grant would weaken the Peninsula wide partnerships that have been nurtured by knotweed grants over the past 10 years. Clallam County Noxious Weed Control Board will not be able to perform its central role for the Olympic Invasive Working Group, an active partnership of approximately 10 agencies.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?

WSDA allows a maximum of 5 percent on the total award.

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?

No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

This cannot be specifically determined until an actual award amount is received, but may include increases to salary, benefit, travel and supply lines .

OTHER COMMENTS

Please approve this application.



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

Rich Sill, ADMINISTRATOR

APPROVAL

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator prior to application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.



AGENDA ITEM SUMMARY

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

3
3/29/21

Department: Parks, Fair & Facilities

WORK SESSION ☒ Meeting Date: 03/29/2021

REGULAR AGENDA ☒ Meeting Date: 04/06/2021

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

Item summary:

- ☐ Call for Hearing ☐ Contract/Agreement/MOU ☐ Resolution ☐ Proclamation ☐ Budget Item ☐ Draft Ordinance ☐ Final Ordinance ☒ Other Parcel Assessment/Acquisition

Documents exempt from public disclosure attached: ☐

Executive summary:

Recently, Clallam Bay citizens notified Clallam County Parks department of a Clallam Bay parcel listing adjacent to Clallam Bay West County Park. Purchase of this parcel would increase public enjoyment, allow local / public access, and ensure maintenance via the addition to Clallam County Parks.

Under Clallam County Policy 462, Clallam County Parks has initiated the process to consider acquisition of the Bonsell property (parcel # 1232204200000000, 16401 Hwy 112, Clallam Bay, WA0 property. This parcel meets the criteria outlined in the Clallam County Comprehensive Park and Recreation (CCCPR) Master Plan, Chapter V - The Action Program, Park Acquisition Priorities and Acquisition Program List. The top two acquisition priorities met are (as stated below under #2) the expansion of existing County owned areas is a general and public benefit through expanded services and buffers.

Below are the **Park Acquisition Priorities** stated in the CCCPR Master Plan, Chapter 5, page 4:

1. Acquire new saltwater and freshwater access properties for water dependent recreation, including water and whale trails, and purchase tidelands wherever they link or expand public tideland uses.
2. Acquire properties that expand existing county park lands and provide for expanded services or buffers adjacent to these existing sites.
3. Acquire inland neighborhood or regional park areas where specific recreational needs are identified. These could include, but should not be limited to: shooting ranges, grass playfields, trails, outdoor courts, off-road vehicle areas, disc golf, golf, and other needs where other public or private organizations cannot meet these needs.
4. Acquire wetland or habitat conservation areas appropriate and important to county needs.

This property is also on the **Acquisition Program List** (Chapter V, page 4, see attached image):

No.	Property:	Location:	Current Owner:	General Benefit:	Public Benefit:
3.	Acquire tideland access	Between Clallam Bay Spit County Park and Slip Point	Private	Complete pubic access from Clallam Bay West County Park to Slip Point	Provide miles of legal continuous beach access

The Clallam County Parks Advisory Board voted unanimously in favor of parcel acquisition and bringing proposal to the Board of Clallam County Commissioners.

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

Agenda Item Summary - CB_Bonsell Parcel Acq 2021

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

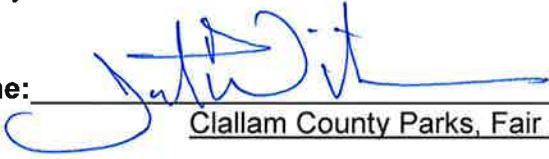
Revised: 3-04-2019

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? ☐

Fees related to conducting real estate assessment.
Costs related to possible land acquisition.

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

Recommend BOCC allow Clallam County Parks to initiate Real Estate assessment.

County Official signature & print name:  /Joel G. Winborn,
Clallam County Parks, Fair & Facilities Director

Name of Employee/Stakeholder attending meeting: Hannah Merrill, Parks Supervisor

Relevant Departments: Parks, Fair & Facilities Department

Date submitted: 03/24/2021

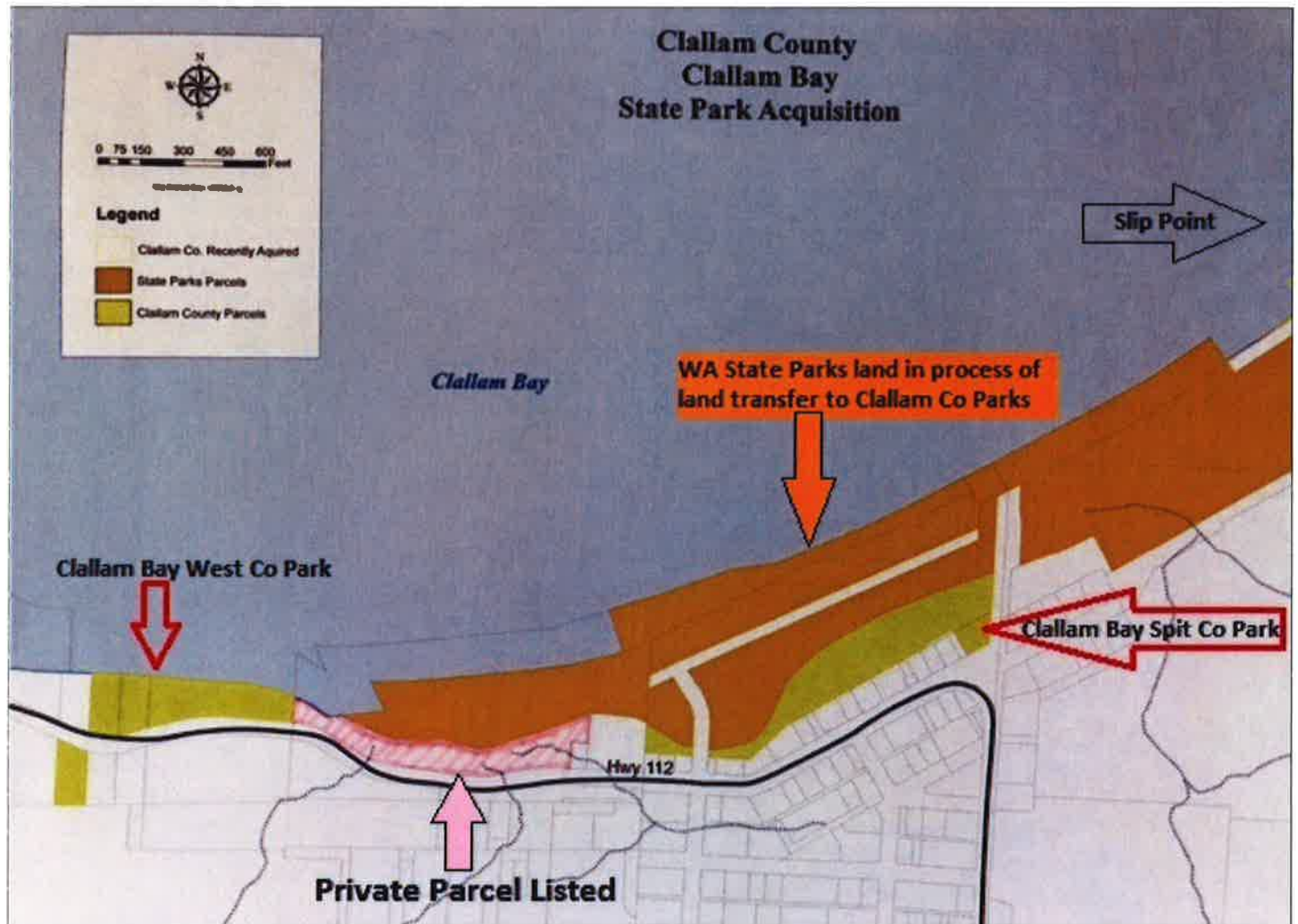
* Work Session Meeting - Submit 1 single sided/not stapled copy

Agenda Item Summary - CB_Bonsell Parcel Acq 2021

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

Revised: 3-04-2019

Clallam Bay Private Parcel - Assessment & Acquisition:



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

Agenda Item Summary - CB_Bonsell Parcel Acq 2021

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

Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256



AGENDA ITEM SUMMARY

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

4
3/29/21
@ 9:30am

Department: BOCC

WORK SESSION ☒ Meeting Date: 3/29/21 @ 9:30am

REGULAR AGENDA ☐ Meeting Date:

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 - presentation |

Documents exempt from public disclosure attached: ☐

Executive summary:

OCH Behavioral Health Report:

The Olympic Community of Health recently completed a comprehensive report on the state of behavioral health in our region and today's presentation will highlight the Report's findings, which could help to shape future investments in behavioral health.

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?)

OCH Behavioral Health Report.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Olympic Community Health

Relevant Departments: Board of Commissioners

Date submitted: March 19, 2021

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

Olympic Community Health update 3-29-21.docx

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

Revised: 3-04-2019

4 3/24/21

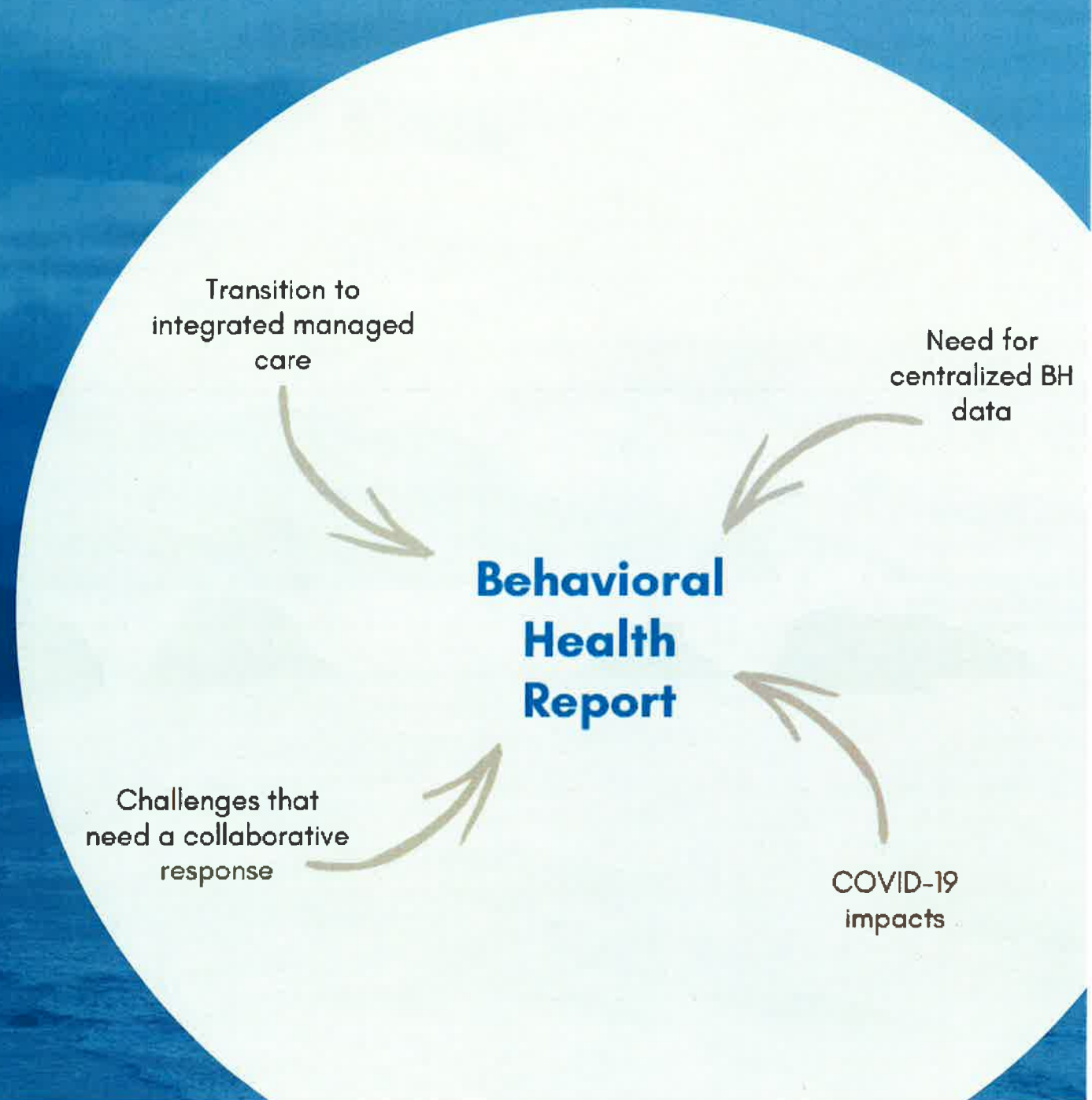
Document was submitted after the
agenda and packet were posted on
16m4 3/24/21

The Olympic Region

Behavioral Health Report

Clallam | Jefferson | Kitsap

Background



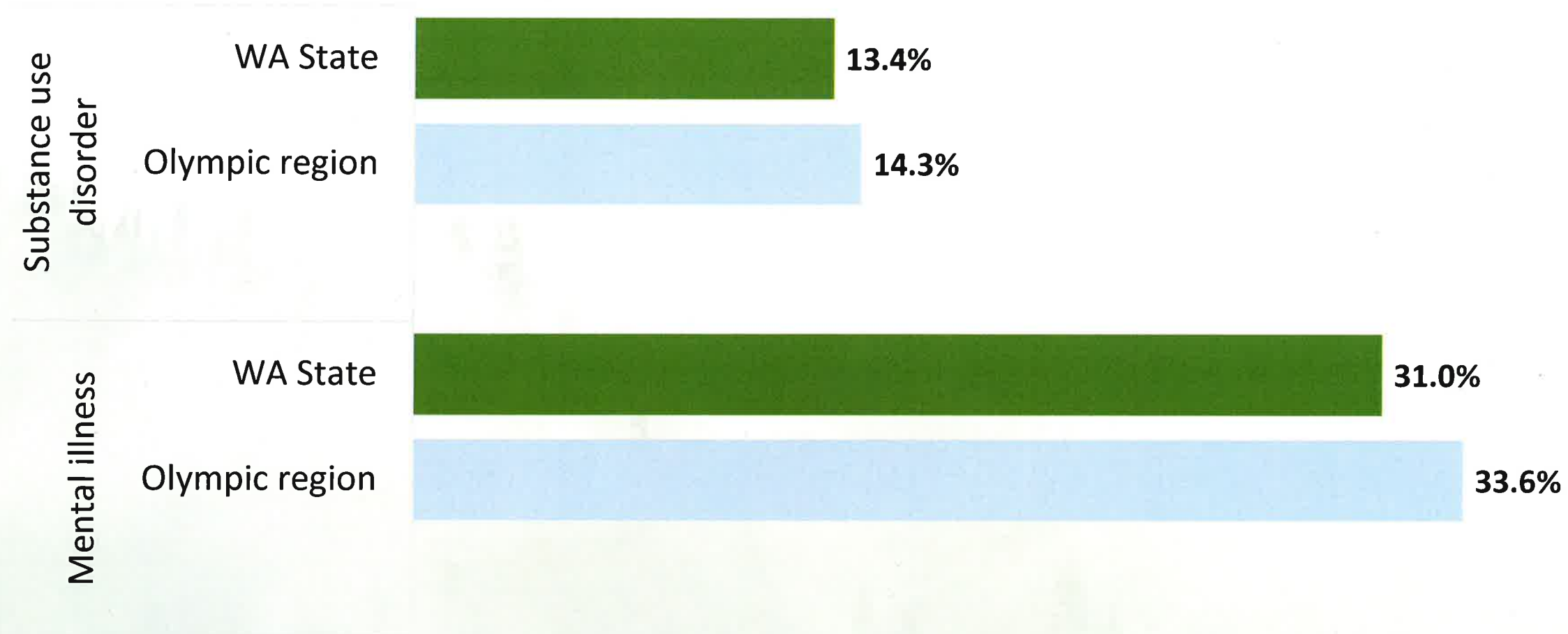
Report Aims

1. Provide an overview of the makeup of the Olympic region and unique factors impacting behavioral health.
2. Offer a current snapshot of the Olympic region's behavioral health prevalence.
3. Outline current gaps and challenges faced by the Olympic region.
4. Describe actions the region has taken to support behavioral health needs and highlight creative approaches.
5. Pinpoint specific opportunities and recommendations for future behavioral health support.



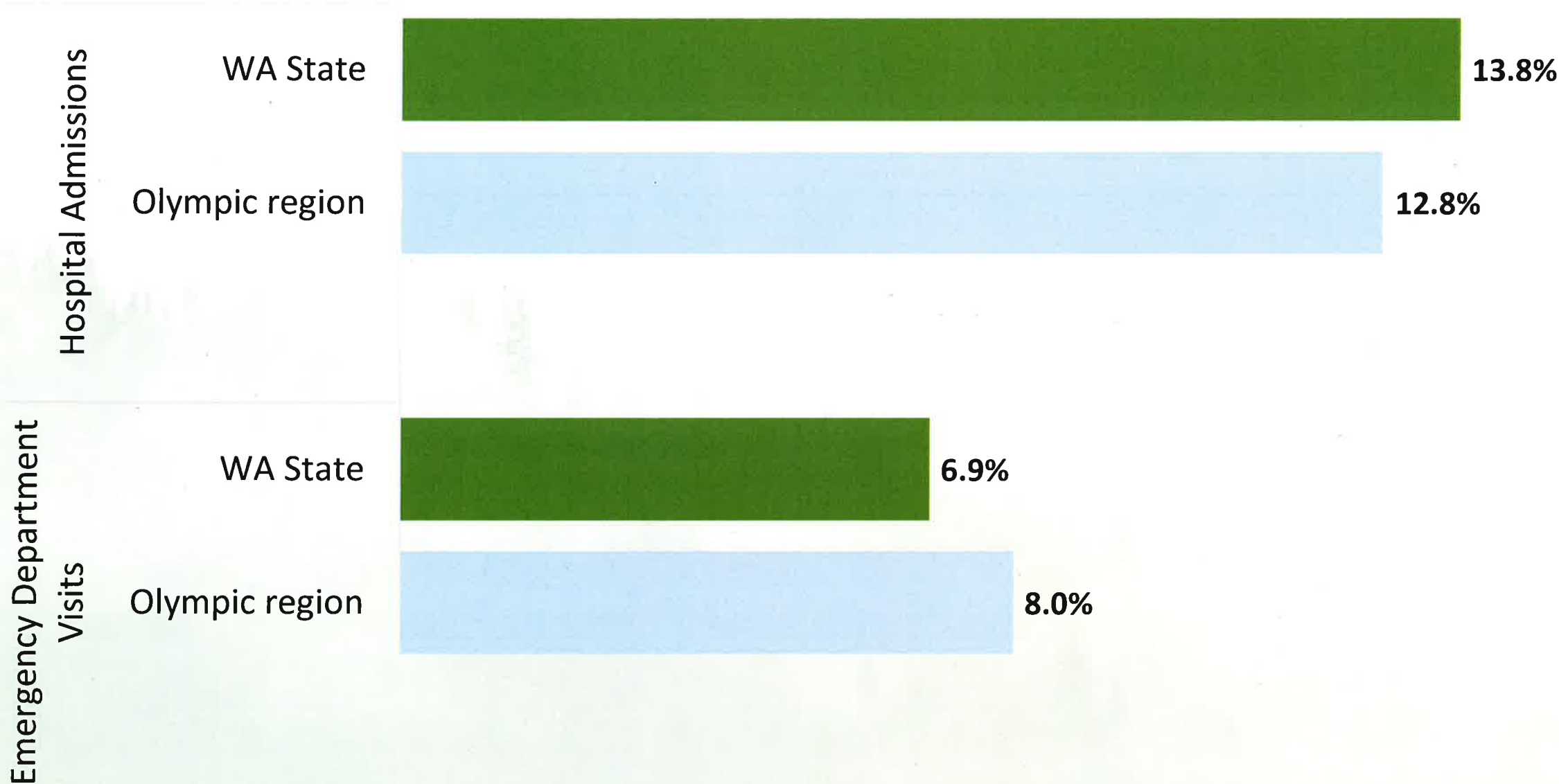
Data Highlights

Prevalence of substance use disorder and mental illness among Medicaid enrolled adults ages 18-64 years (2019)

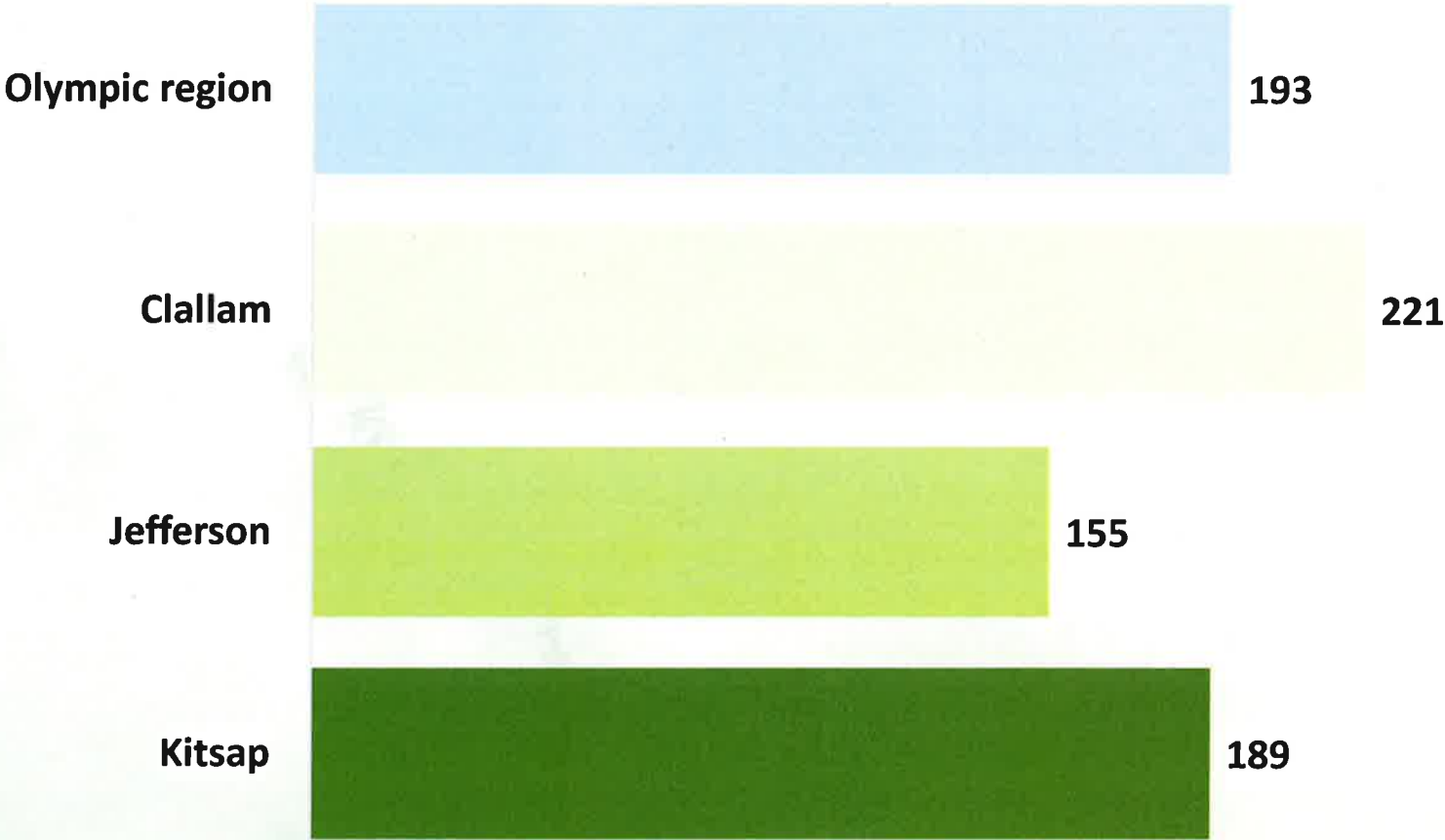


Source: Washington State Health Care Authority Dashboard (2020)

Medicaid enrollee ED utilization with behavioral health diagnosis, all ages (2019)

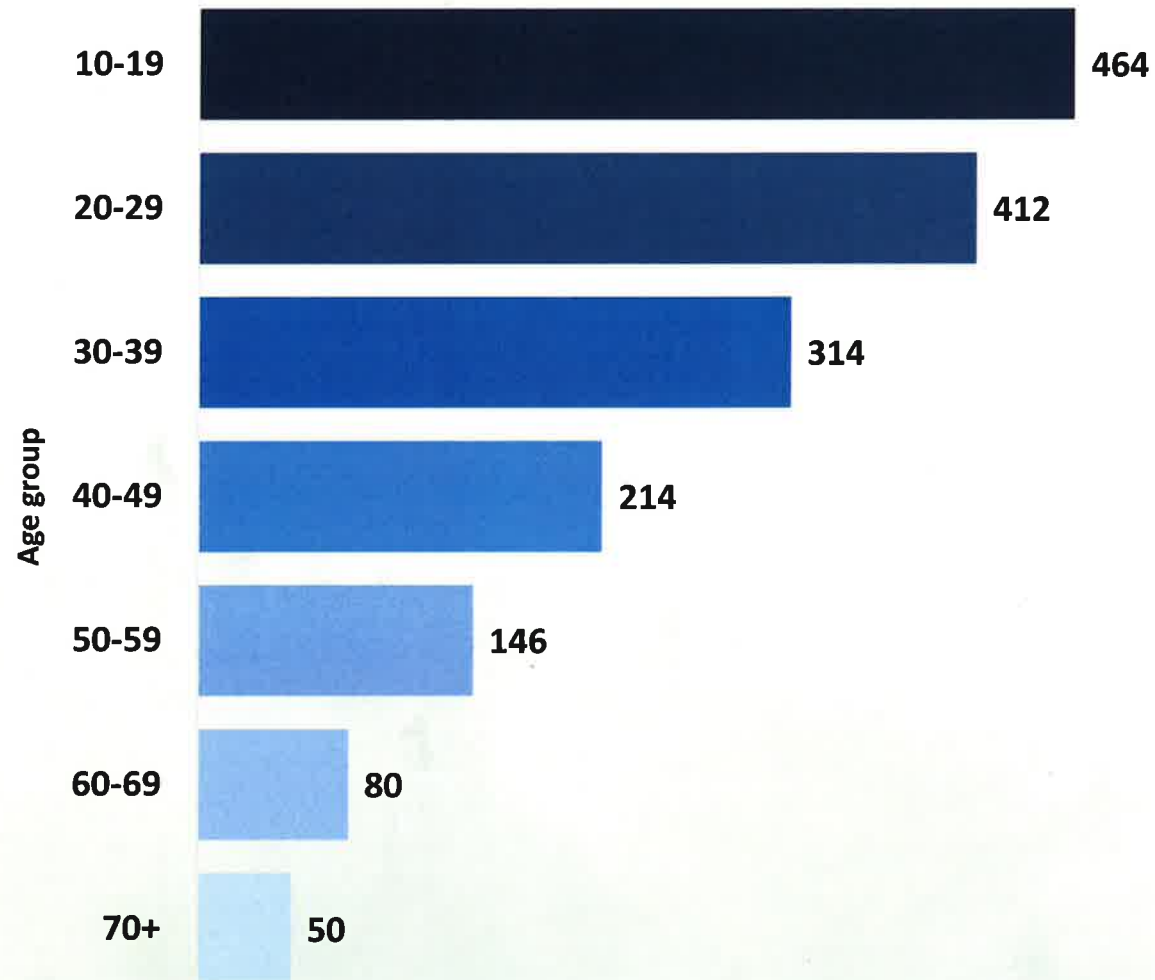


**Incidence Rate of Suicide and Self-Inflicted Injury Visits to the Emergency Department
per 100,000 Residents by County (2020)**



Source: National Syndromic Surveillance Program (2020)

Incidence Rate of Suicide and Self-Inflicted Injury Visits to the Emergency Department per 100,000 Residents, by age group (2020)

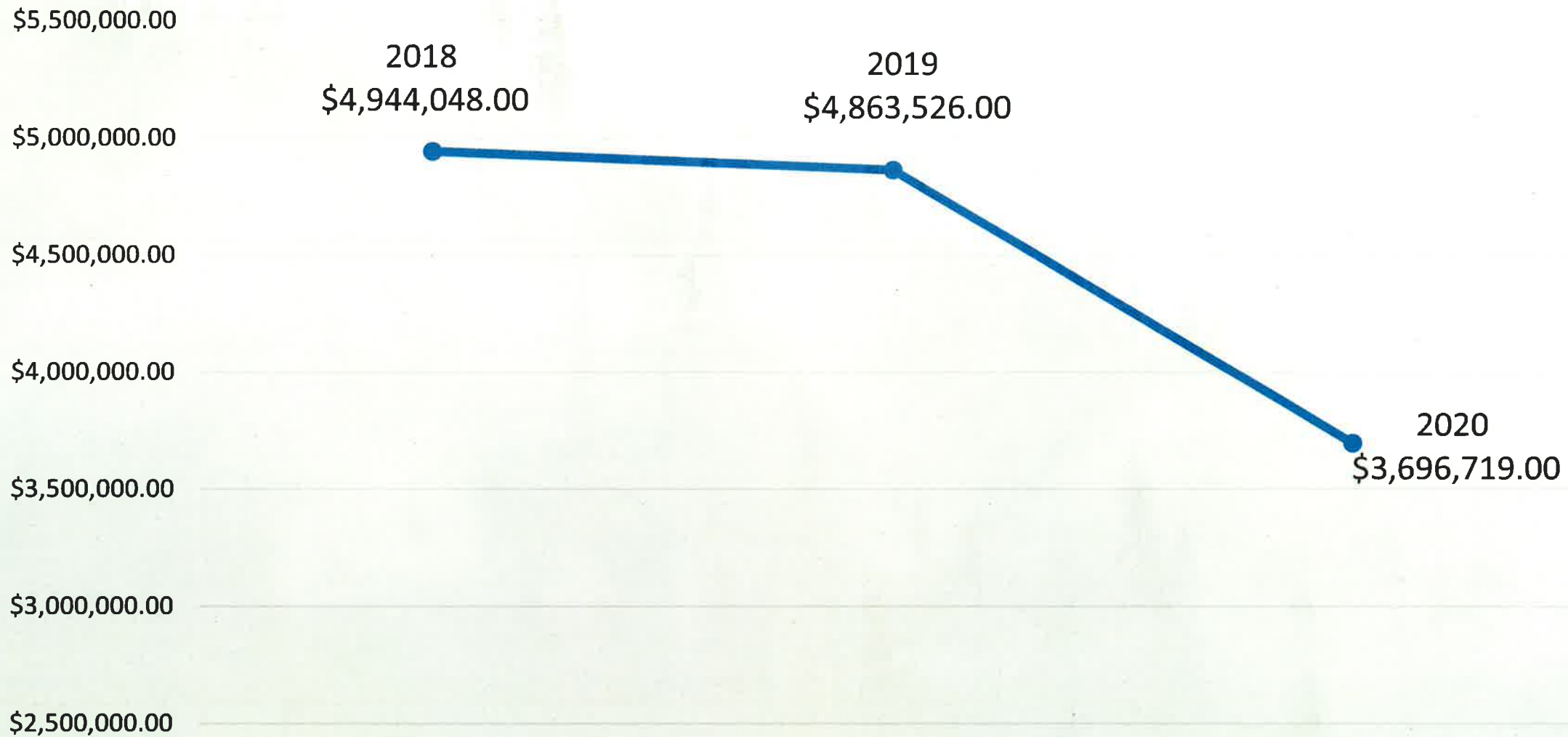


Source: National Syndromic Surveillance Program (2020)

Figure 16: Residential withdrawal management facilities currently operating in the Olympic region

Kitsap County	Kitsap Recovery Center	6 male & 3 female beds
Kitsap County	Olalla Recovery Centers	2 male & 1 female beds
Jefferson County	N/A	0 beds
Clallam County	N/A - Specialty Services closed their withdrawal management unit in March 2020	0 beds

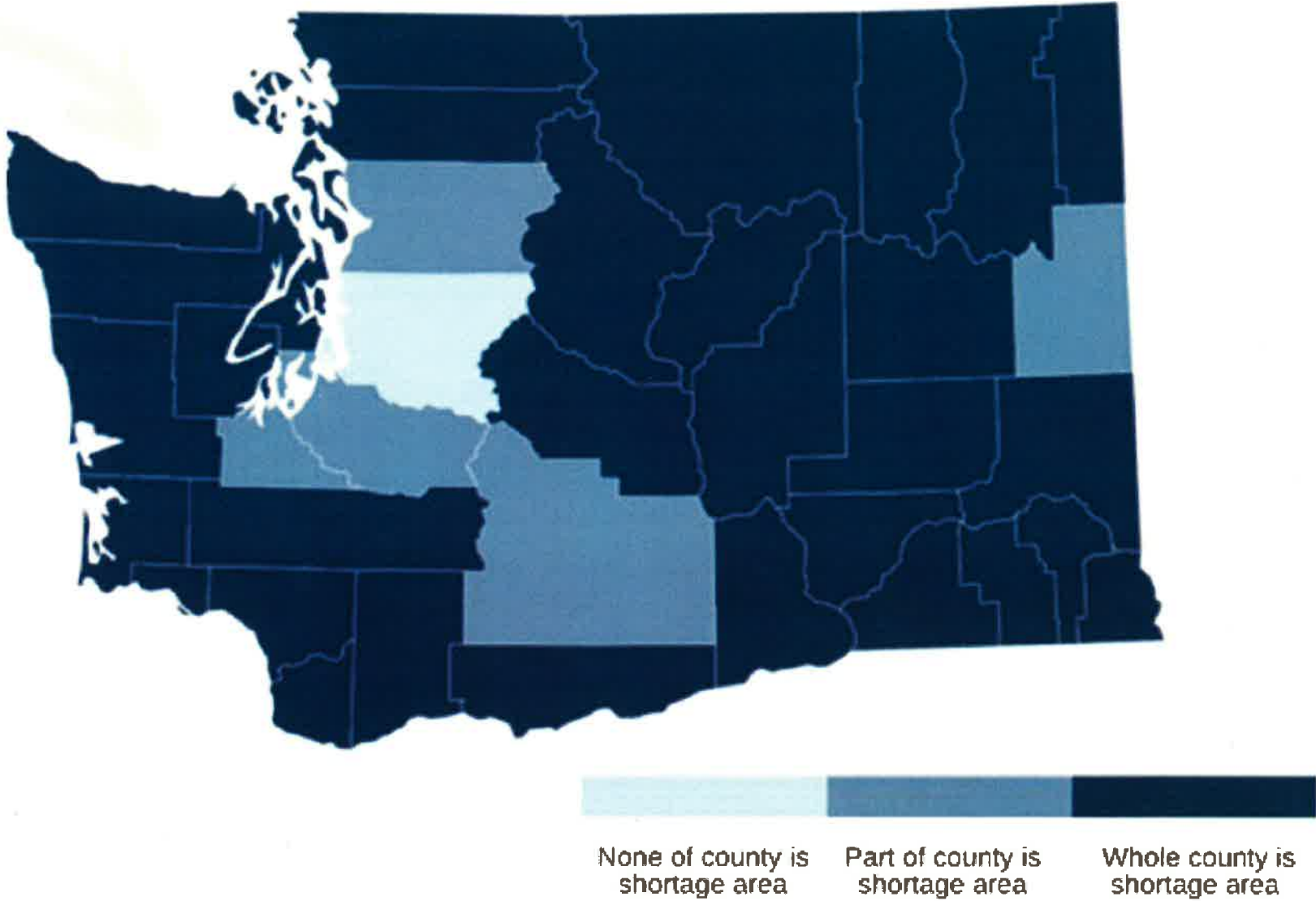
Non-Medicaid General Funds received by SBH-ASO in 2018-2020



Source: Salish Behavioral Health Administrative Services Organization (2020)

Mental health professional shortage areas by county (2020)

	# Mental Health Providers	Ratio to Population
WA State		270:1
Clallam County	256	300:1
Jefferson County	128	250:1
Kitsap County	887	300:1



sources: County Health Rankings & Roadmaps (2020) and Rural Health Information Hub (2020))

Broadband Internet Access by County

3% Kitsap residents
DO NOT HAVE access to
broadband internet



15% Clallam residents
DO NOT HAVE access to
broadband internet



17% Jefferson residents
DO NOT HAVE access to
broadband internet



Opportunities & Recommendations

Workforce

**Technology
& Whole
Person Care**

Services

**Determinants
of Health**

Opportunities & Recommendations

Workforce

- Provide advocacy to increase salaries for behavioral health providers commensurate with their education, training, and the cost-saving benefit their services provide.
- Conduct a behavioral health workforce study to ascertain current strengths and opportunities to address workforce staffing shortages.
- Advocate for behavioral health reimbursement rates that are based on actual costs and salaries, not on past and current rates which have not kept up with cost of living and education.
- Improve access to housing. Ensure that housing (rental and home ownership) is affordable over time for occupancy by local employees and residents.

Determinants of Health

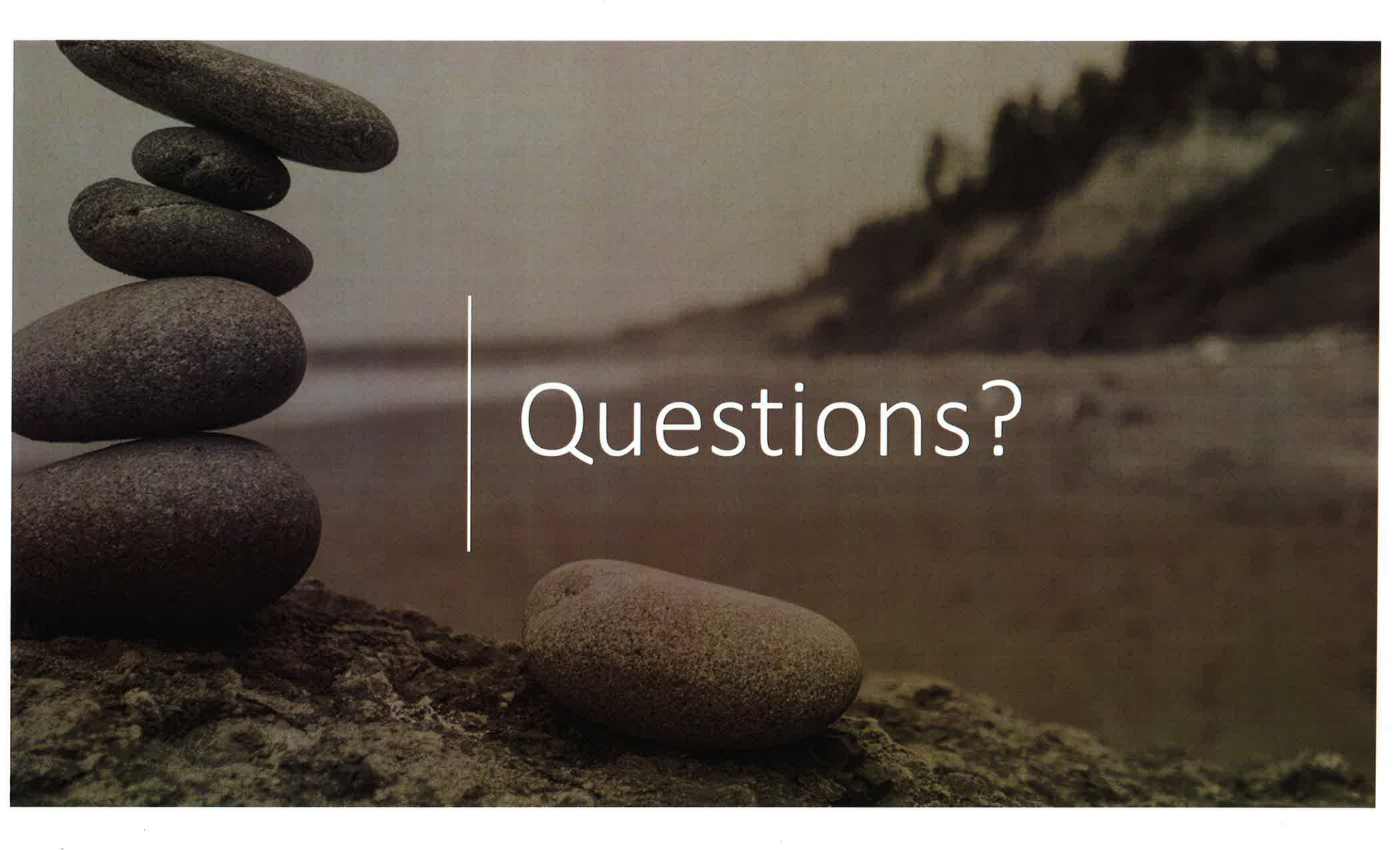
- Prioritize innovative and creative housing and transportation solutions to improve access to care across the region.
- Strengthen partnerships between community-based organizations and clinical providers to address social needs.
- Sustainable funding to address determinants of health.

Services

- Address the need for additional withdrawal management and stabilization services in the Olympic region and across the state.
- Implement guidance that improves data sharing and communication between clinical and community partners.
- Increase mental health and substance use disorder services; expand eligibility for existing services and increase the number and type of services.
- Increase funding to the Behavioral Health Administrative Service Organizations to funding levels of 2018 and 2019. This will improve access to non-crisis services, such as outpatient treatment, among non-Medicaid individuals.

Technology & Whole Person Care

- Establish guidance to streamline and support implementation of HIE in our region and state. Enhance referral systems and processes to better connect clients to existing community resources.
- Address perceived barriers to coordination and integration of care, including health information exchanges (HIE) among behavioral health providers regionally and statewide. Provide training on complying with confidentiality regulations such as 42CFR Part 2 while using HIE.
- Continue to support COVID-19 recovery and resources including cell phones and laptop distribution programs for Medicaid clients to ensure continued access to services and treatment.

A photograph of a stack of smooth, dark, rounded stones on a rocky shore. The stones are stacked vertically, with the top stone slightly offset. In the foreground, a single smooth stone lies on the ground. The background shows a calm body of water and a dark, forested hill under a hazy sky. The word "Questions?" is written in white text, preceded by a vertical line, in the center of the image.

| Questions?

4
3/29/21

Document was submitted after the
agenda and packet were posted on
Item 4 3/25/21

THE OLYMPIC REGION

BEHAVIORAL HEALTH REPORT

CLALLAM | JEFFERSON | KITSAP

FEBRUARY 2021



Olympic
COMMUNITY *of* HEALTH

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Acknowledgements

Report Writing Team

Olympic Community of Health

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Amy Brandt, Communications Coordinator

Miranda Burger, Program Manager

Celeste Schoenthaler, Executive Director

This report would not be possible without the input and support of regional partners. Olympic Community of Health expresses gratitude to the many who provided guidance and expertise throughout the report's research and creation process.

Contributors

Andrew Lau, Kitsap Public Health District

Bergen Starke, Peninsula Community Health Services

G'Nell Ashley, Reflections Counseling Services

Jim Novelli, Discovery Behavioral Healthcare

Kari Hunter, Kitsap Public Health District

Keith Winfield, Kitsap Recovery Center

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Rochelle Doan, Kitsap Mental Health Services

Stephanie Lewis, Salish Behavioral Health

Administrative Services Organization

Tanya MacNeal, West End Outreach Services

Wendy Sisk, Peninsula Behavioral Health

Executive Summary

Behavioral health is an area of high importance and needed support in the Olympic region and across Washington State. Compared with other states, Washington State has a higher prevalence of behavioral health conditions and lower rates of access to care. The Olympic region faces many behavioral health challenges including barriers to transportation, broadband and technology, rural care, workforce, and access to recovery services. The region also has the benefit of caring, dedicated, and talented partners addressing both long-standing and current behavioral health needs.

This report is a step towards better understanding the health of Clallam, Jefferson, and Kitsap Counties, and the sovereign Tribal nations within the region. Many collaborative and innovative projects are in the works across the region. There is much to gain from past and current successes, efforts, and partnerships. Supporting behavioral health needs is a large task to tackle, and together we can foster a region of healthy people and thriving communities.

There are many opportunities for legislators, policy makers, health care providers, community-based organizations, social service agencies, Tribal health centers, and communities to prioritize behavioral health. Olympic Community of Health (OCH) proposes recommendations based off report findings and discussions with community and behavioral health partners. Recommendations include (*see all recommendations on page 23*):

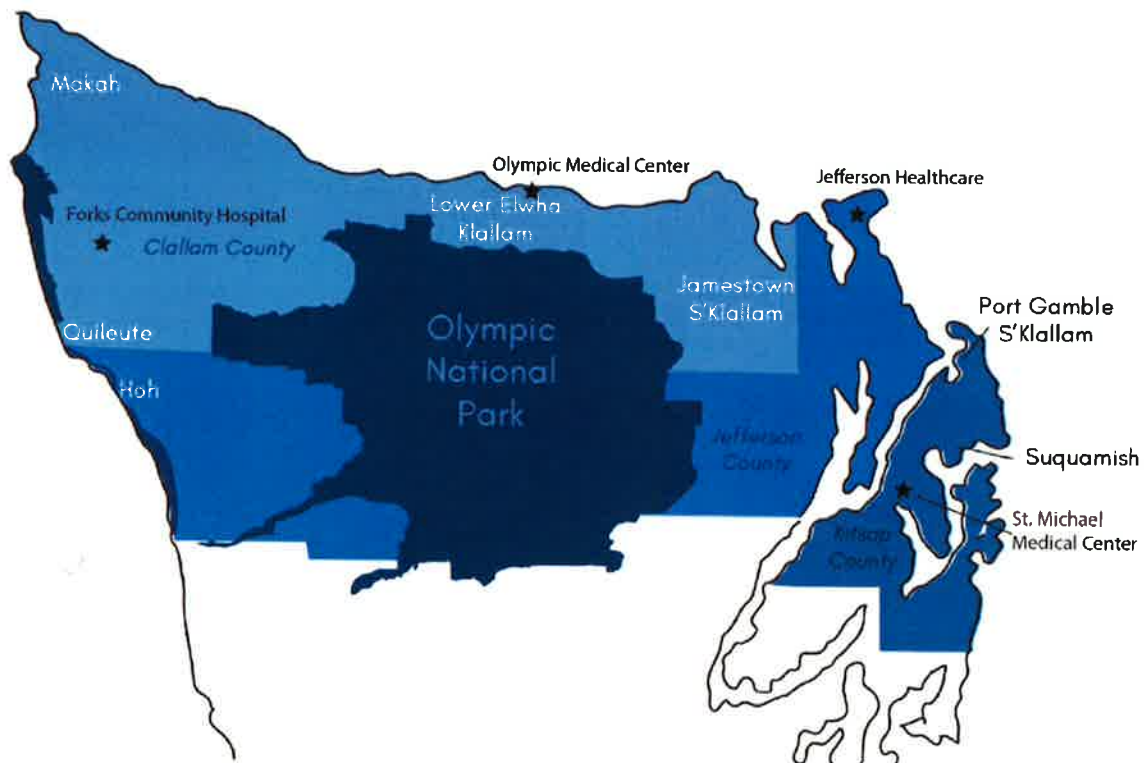
- ◆ Advocate for behavioral health reimbursement rates that are based on actual costs and salaries.
- ◆ Provide advocacy to increase salaries for behavioral health providers commensurate with their education, training, and the cost-saving benefit their services provide.
- ◆ Prioritize innovative and creative transportation solutions to improve access to care across the region.

This report aims to:

1. Provide an overview of the makeup of the Olympic region and unique factors impacting behavioral health.
2. Offer a current snapshot of the Olympic region's behavioral health prevalence.
3. Outline current gaps and challenges faced by the Olympic region.
4. Describe actions the region has taken to support behavioral health needs and highlight creative approaches.
5. Pinpoint specific opportunities and recommendations for future behavioral health support.

Introduction

OCH is an Accountable Community of Health (ACH) in Washington State that serves the Olympic region. OCH brings together partners from a variety of sectors and Tribes to tackle health issues no single sector or Tribe can tackle alone. ACHs are an integral part of the Washington's Medicaid transformation efforts, working to cost, experience, and quality of health care for community members enrolled in Medicaid (officially known as Apple Health in Washington State). Behavioral health is an area of high importance and needed support in the Olympic region. This report provides a summary of the current behavioral health challenges, successes, and opportunities within the Medicaid population of the Olympic region, in hopes that it will guide future decision making and regional next steps. OCH acknowledges that this is not a comprehensive report as it does not capture every aspect that impacts behavioral health in the Olympic region. This report is a step towards better understanding the health of the three-county region. Supporting behavioral health needs is a large task to tackle, and together we can foster a region of healthy people and thriving communities.



Overview: The Olympic Region

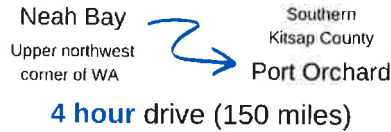
The Olympic region spans Clallam, Jefferson, and Kitsap Counties and includes the seven sovereign nations of the Hoh, Jamestown S'Klallam, Lower Elwha Klallam, Makah, Port Gamble S'Klallam, Quileute, and Suquamish Tribes.

Clallam and Jefferson counties comprise the largely rural Olympic Peninsula. Port Angeles, the largest city and the seat of Clallam County, has a population of just over 20,000. Forks is the largest town and health care access point on the west end with a population of approximately 3,680 and one critical access hospital ¹. It is approximately a 1-hour journey by car to travel the 24 miles from the Hoh Reservation to the closest health care access point.

Port Townsend, with a population under 10,000, is the seat of Jefferson County ². It is the city and home to the only hospital in the county. It is approximately 38 miles and takes a little less than 1 hour to travel from Brinnon in

southern Jefferson County to Port Townsend. Public transportation is severely limited throughout most of the Olympic Peninsula and many locations are only accessible by use of private vehicle.

Traveling across the region



The Olympic Peninsula is home to the beautiful Olympic National Park. No through access is available in the National Park, elongating travel times around the region. Access from the Olympic Peninsula to Kitsap County is most commonly and conveniently made via the Hood Canal Floating Bridge, which closes daily due to leisure, commercial, and military marine traffic as well as unfavorable weather conditions.

Kitsap County is more suburban with a population of 272,200 and several city centers, in addition to the rural outreaches of Olalla, Seabeck, and Hansville. ³ Kitsap County's commuting population has steadily increased as access to Seattle becomes more convenient through a 30 minute fast-ferry ride. In recent years, public transportation has grown, including the use of some ride-share services. However, these options are still limited compared to larger cities and the most common and convenient transportation is use of private vehicle.

The Olympic region houses four hospitals, one each in Jefferson and Kitsap Counties, and two in Clallam County. Two of the hospitals, Forks Community Hospital (Clallam) and Jefferson Healthcare (Jefferson) are designated as critical access, a designation given to eligible rural hospitals by the Centers for Medicare and Medicaid Services (CMS). It is designed to reduce the financial vulnerability of rural hospitals and improve access to health care by keeping essential services available in rural communities. ⁴ For severe acute health care services, travel out of the region is often necessary. It is common for individuals to be referred and receive specialty care in Kitsap, Pierce, and King Counties. The Olympic region also has two Federally Qualified Health Centers (FQHC), one in Port Angeles (North Olympic Healthcare Network) and the other (Peninsula Community Health Services) with locations in the major city centers of Kitsap County as well as mobile behavioral health clinic services.

Olympic Region Demographics

The Olympic region has a significantly older population when compared to the state average. This trend is important to note, as it effects region-wide service needs. Regionally, 25% of the population is enrolled in Medicare and approximately 20% are enrolled in Medicaid. ⁵

Figure 1



Approximately **2 out of 10**
people in the Olympic region are enrolled in Medicaid.

The Olympic region's Medicaid population **at a glance**:



39%
children



52%
female



72%
white



97%
speak English

Figure 1 source: Washington Healthcare Authority (2020) ⁶

Figure 2

	Clallam	Jefferson	Kitsap	WA State
65+ years old	30.0%	38.0%	22.0%	16.0%
Median income	\$49,913	\$54,471	\$71,610	\$70,116
Education (four-year college graduation rate)	26.1%	41.8%	32.2%	35.5%

Figure 2 sources: U.S. Census Bureau (2020) ⁷ and Washington State Office of Financial Management (2019) ⁸

Tribal Partners and Indian Health Care Providers

OCH is honored to partner with the seven sovereign Tribal nations in the Olympic region: Hoh, Jamestown S’Klallam, Lower Elwha Klallam, Makah, Port Gamble S’Klallam, Quileute, and Suquamish Tribes. Of the seven Tribes, six are Indian Health Care Providers (IHCPS). Each Tribe provides a range of services for their community including culturally relevant behavioral health prevention and wellness programs.

Travel can be a major obstacle for services not provided by the Tribes including urgent and critical care. It takes over an hour to travel from the Makah reservation to the nearest hospital in Forks and nearly two hours to reach Port Angeles for specialty referrals and Level III trauma care. It is common for Tribal members to travel to Bremerton and Seattle, four to five hours one-way by private vehicle from Quileute, Hoh, or Makah to access specialty care.

Military

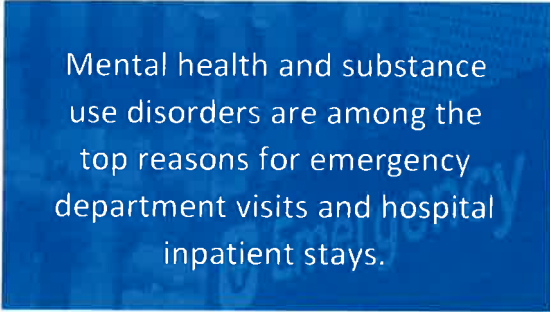
The Olympic region has a robust military and substantial veteran presence. Kitsap County is home to the large Naval Base Kitsap, the host command for the Pacific Northwest Navy fleet, as well as the Puget Sound Naval Shipyard and Intermediate Maintenance Facility, the Pacific Northwest’s largest Naval shore facility and one of Washington state’s largest industrial installations. Jefferson county is home to Naval Magazine Indian Island, one of the largest munitions depots and ordnance storage sites. The Coast Guard has a presence in all three counties as well.

A large military presence is naturally reflected by a transient population, with frequent deployments and transfers. The military internally hosts comprehensive medical and social services, with most members and dependents receiving care at military facilities. However, emergency services are accessed through regional hospitals and emergency departments. Additionally, for a variety of reasons, some military members and dependents choose to seek health care and social services from community providers rather than military providers.

Veterans account for 16.8% of the total adult population in Kitsap County and for 15% and 15.7% in Clallam and Jefferson Counties, respectively.⁹ Two Veterans Administration (VA) clinics serve eligible veterans in our region: the North Olympic Peninsula Community Based VA Clinic in Port Angeles (Clallam County) and the Silverdale VA Clinic (Kitsap County). Eligible veterans may apply with the VA to receive care from a local community provider who is part of the VA’s network.¹⁰

Behavioral Health: A Current Snapshot

With the makeup of the Olympic region in mind, we can dive a bit deeper into the current behavioral health trends. Mental health and substance use disorders (SUDs) are collectively referred to as behavioral health disorders.

A blue rectangular box with white text. The text reads: "Mental health and substance use disorders are among the top reasons for emergency department visits and hospital inpatient stays." The background of the box has a faint, larger-scale pattern of the same text.

Mental health and substance use disorders are among the top reasons for emergency department visits and hospital inpatient stays.

Adults with behavioral health disorders are less likely to care for their chronic medical conditions and more likely to experience worse outcomes of co-occurring chronic diseases compared with patients without behavioral health disorders.¹¹ They are also more likely to have frequent emergency department (ED) visits.

Nationally, use of the ED for mental health visits has been increasing. A report by the Agency for Healthcare Research and Quality found that the number of ED visits related to behavioral health disorders increased more than 44 percent between 2006 and 2014, with suicidal ideation visits growing by nearly 415 percent.¹² Similarly, behavioral health is among the top reasons for hospital inpatient stays among adults 18-44 years of age.¹³

Meeting community behavioral health needs is a long-standing priority for the Olympic region. Behavioral health progress is evident in myriad creative strategies that have been implemented in the Olympic region, including:

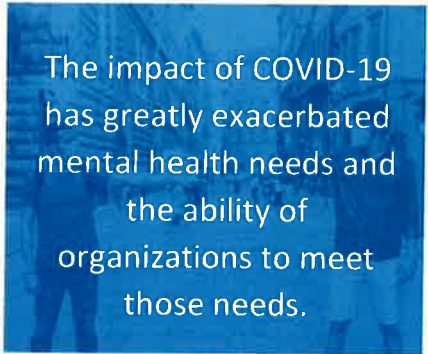
- ◆ **Kitsap**
Peninsula Community Health Services' community health workers are innovatively partnering with local organizations including the county jail, Salvation Army, and WorkSource to better understand and provide for community needs.
- ◆ **Clallam**
The Port Angeles Fire Department implemented a community-paramedicine program which partners with agencies including Peninsula Behavioral Health and Olympic Peninsula Community Clinic ("the free clinic") to connect clients who are frequent emergency department users with the services they need. The result is a 50% reduction in emergency department visits among individuals assisted by the community paramedic.
- ◆ **Jefferson**
The Sheriff's department has secured funding to hire a navigator who will assist individuals with unmet behavioral health needs to access services and care.
- ◆ **Community-based interventions** to support well-being and prevent behavioral health problems are evident in the work of Kitsap Strong and the Clallam Resiliency Project. These non-profits work towards upstream solutions, providing education on N.E.A.R. Science (Neuroscience, Epigenetics, Adverse Childhood Experiences, and Resilience) and trauma-informed practices for health care providers, schools, faith-based organizations, and other community groups.

A current behavioral health focus is integration of services. Integration can be achieved through a variety of approaches. One approach is to increase the range of services a practice offers. For instance, for primary care practices to onboard behavioral health staff, and vice-versa. Another effective option is to create closer collaboration and referral networks between and among organizations. Examples of strategies to achieve integration of services includes hiring clinical social workers to facilitate care connection for complex medical patients, creating multiagency care coordination teams such as Clallam Care Connection (see page 23), and using telehealth services to provide psychiatric evaluations, behavioral health therapy, and medication management. Behavioral health practices face unique challenges when it comes to integrating physical health, largely due to reimbursement barriers.

Across the region, behavioral health and physical health providers have made substantial progress in collaborating. Notably, the Three-county Coordinated Opioid Response Project (3CCORP) provides collaboration opportunities for behavioral health and physical health partners to align strategies and goals around opioid use disorder.

COVID-19

The impact of COVID-19 has greatly exacerbated mental health needs and the ability of organizations to meet those needs.¹⁴ Behavioral health providers described losing clients during the rapid closing of services in March 2020 as Washington's "Stay Home, Stay Healthy" COVID-19 order was instituted. Inpatient and outpatient practices abruptly limited or halted in-person treatment while scrambling to implement distancing and sanitation protocols and to develop telehealth capacity including securing equipment, writing telehealth policies, and teaching staff and clients how to use the equipment and digital platforms (such as Zoom and Doxy.me). At practices which continued seeing patients in person, employees navigated fear of COVID-19 exposure as they initiated new safety protocols such as wearing a mask and other personal



The impact of COVID-19 has greatly exacerbated mental health needs and the ability of organizations to meet those needs.

protective equipment (PPE), all while responding to personal and family needs as schools and workplaces were closed. ¹⁵ Initially, Medicaid and Medicare reimbursement restrictions on telehealth and audio-only telehealth prevented behavioral health providers from being able to use remote modalities while staying financially afloat. Reimbursement policy changes at the federal and state level enabled behavioral health practices to provide remote services for their clients during the pandemic. ¹⁶

While some behavioral health clients successfully transitioned to remote care, not all clients are able to access remote services due to technological capacity, such as limited broadband access, and personal comfort level using digital platforms such as Zoom. Washington State Health Care Authority supported access to telehealth by providing Zoom licenses for behavioral health providers and loaning cell phones and laptops to Medicaid clients. They also worked with managed care organizations (MCOs) to ensure rapid resolution of denied telehealth payments as new billing codes were implemented. These actions were a lifeline for cash-strapped behavioral health providers and their clients.

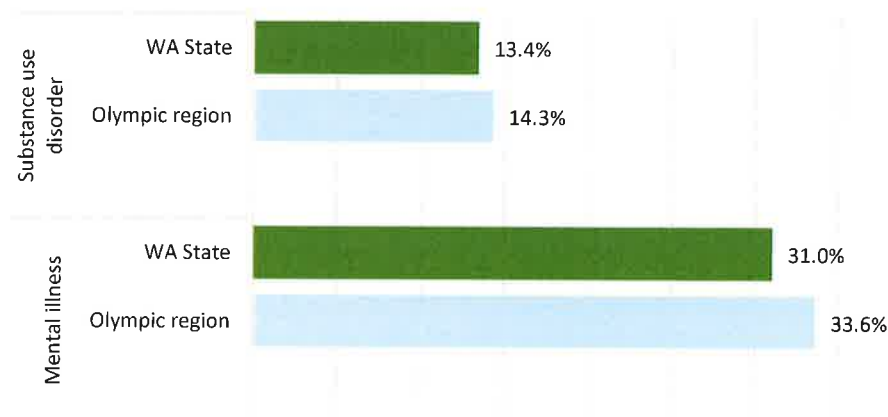
Prevalence of Behavioral Health Conditions

The prevalence of behavioral health conditions in the three-county region is defined as the proportion of the Olympic region's population who experiences behavioral health conditions in a given time period (including both mental health conditions and substance-use disorder). By diving into the prevalence of adult mental health, youth mental health, emergency utilization, self-inflicted harm, and treatment penetration, a broader picture of the regional behavioral health needs emerges.

Compared with other states, Washington State has a higher prevalence of behavioral health conditions and lower rates of access to care, ranking 37th (out of 51 states) for adults and 35th for youth in 2021. ¹⁷ The 2021 rankings reflect substantial improvement over 2020 when Washington State ranked 45th (out of 51) for adults and 43rd for youth on higher prevalence and lower rate of access. ¹⁸

The prevalence of mental illness and substance use disorder among Medicaid enrolled adults between the ages of 18 and 64 in the Olympic region is higher than the statewide prevalence (Figure 3).

Figure 3: Prevalence of any mental illness and substance use disorder among adults 18-64 years of age and older on Medicaid (2019)

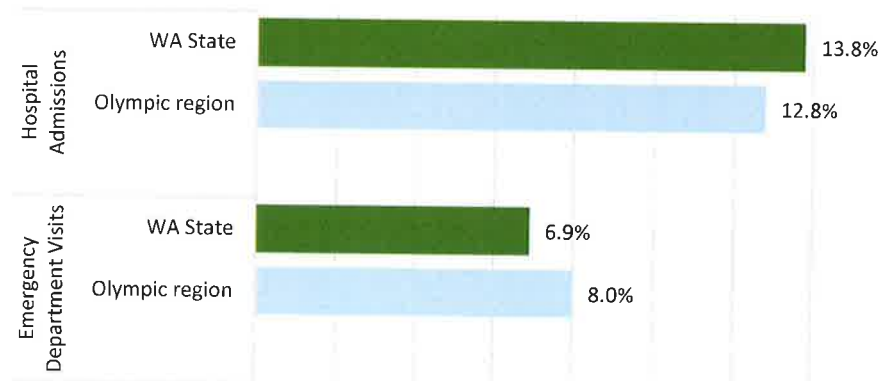


Source: Washington State Healthcare Authority (2020) ¹⁹

Emergency Department and Hospital Inpatient Behavioral Health Needs

In 2019, Medicaid enrollees within the Olympic region demonstrated a lower percentage of hospital inpatient admissions among behavioral health related diagnoses compared to Washington state, accounting for 13.8% of hospital admissions in the region. In contrast, Medicaid enrollees in the Olympic region utilized the emergency department for behavioral health related needs at a higher rate compared to Washington State (Figure 4).

Figure 4: Medicaid enrollee ED utilization with behavioral health diagnosis, all ages (2019)



Source: Washington State Healthcare Authority (2020) ²⁰

Suicide and Self-Inflicted Injury

In 2020, the Olympic region experienced 735 emergency department (ED) visits related to suicide and self-inflicted injury. Kitsap County accounted for 70% of those visits (Figure 5), followed by Clallam County with 23%, and Jefferson County with 7%. Clallam County experienced the highest incidence rate of suicide and self-inflicted injury visits to the emergency department in the region with 221 visits per 100,000 residents (Figure 6) in 2020. These visits included any individual that presented in an ED in the Olympic region for suicide and self-inflicted injury regardless of insurance status and geographic area of residence.

Figure 5: Percentage of ED visits by County for suicide or self-inflicted injury in the Olympic region (2020)

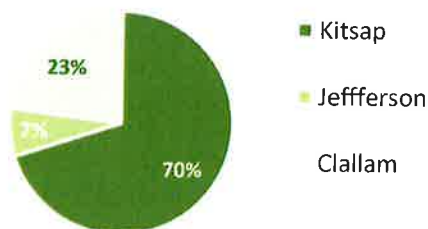


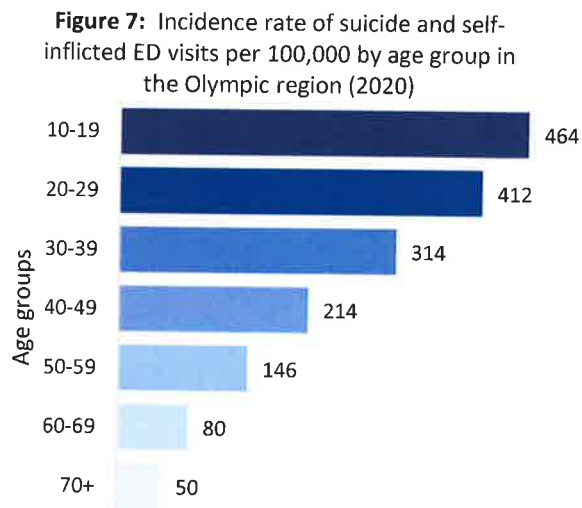
Figure 6: Incidence Rate of Suicide and Self-Inflicted Injury Visits to the Emergency Department per 100,000 Residents by County (2020)



Figures 5 and 6 source: National Syndromic Surveillance Program (2020) ²¹

By Age

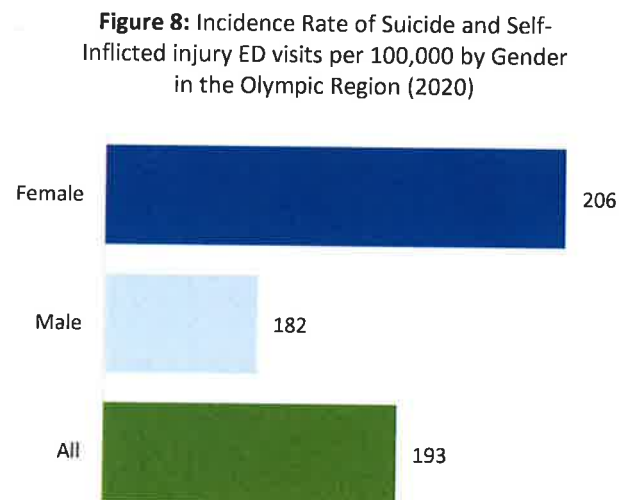
Of ED visits related to suicide and self-inflicted injuries across the three-county region, 51% were under the age of 29. The average rate across all age groups during this time period was 193 visits per 100,000 residents in 2020. The rate of visits for children under the age of nine were suppressed due to small numbers. Rates for individuals between 10 and 29 years of age were over two times the average rate across all age groups (Figure 7).



Note: Rate for ages 0-9 suppressed due to low number of visits

By Gender

In the Olympic region, females accounted for 53% of ED visits related to suicide and self-inflicted injuries, while males accounted for 47%. Females visited the ED at a rate higher than average for the region at 206 visits per 100,000. (Figure 8).



Figures 7 and 8 source: National Syndromic Surveillance Program (2020) ²²



Behavioral Health Treatment

Mental Health Treatment Penetration

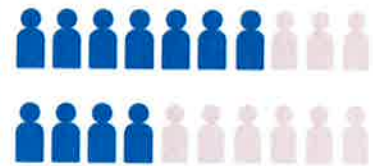
In the Olympic region, only 53% of adult Medicaid enrollees (age 18-64) and 66% of youth Medicaid enrollees (age 6-17) with a mental health service need identified within the past two years received at least one qualifying service during 2019. While these numbers are not substantially different than the state's mental health treatment penetration rate, there is room for improvement.²³

Approximately **1 in 2** adults on Medicaid (in the Olympic region) received the **mental health care** they needed.



Approximately
7 out of 10
youth on Medicaid
(in the Olympic region)
received the **mental**
health care they needed.

Approximately
4 out of 10
youth on Medicaid
(in the Olympic region)
received the **SUD**
treatment they needed.



Substance Use Disorder (SUD) Treatment Penetration

In the Olympic region, 46% of adult Medicaid enrollees (age 18-64) with a SUD treatment need identified within the past two years received at least one qualifying service during 2019. Among youth Medicaid beneficiaries (age 12-17), 35% received at least one qualifying treatment. SUD treatment penetration among adults varies by county. Clallam County has strongest treatment penetration at 46%, followed by Jefferson County at 35% and Kitsap County at 31%.²⁴

Opioid Use Disorder (OUD) Treatment Penetration

In the Olympic region, 52.7% of adult Medicaid enrollees (18-64) with an OUD treatment need identified within the past two years received medication-assisted treatment (MAT) or medication-only treatment for opioid use disorder during 2019. This compares with state OUD treatment penetration rate of 58.6%. This reflects an improvement over time from 34.8% measured in 2017.²⁵

Approximately **1 in 2** adults on Medicaid (in the Olympic region) received the **OUD treatment** they needed.

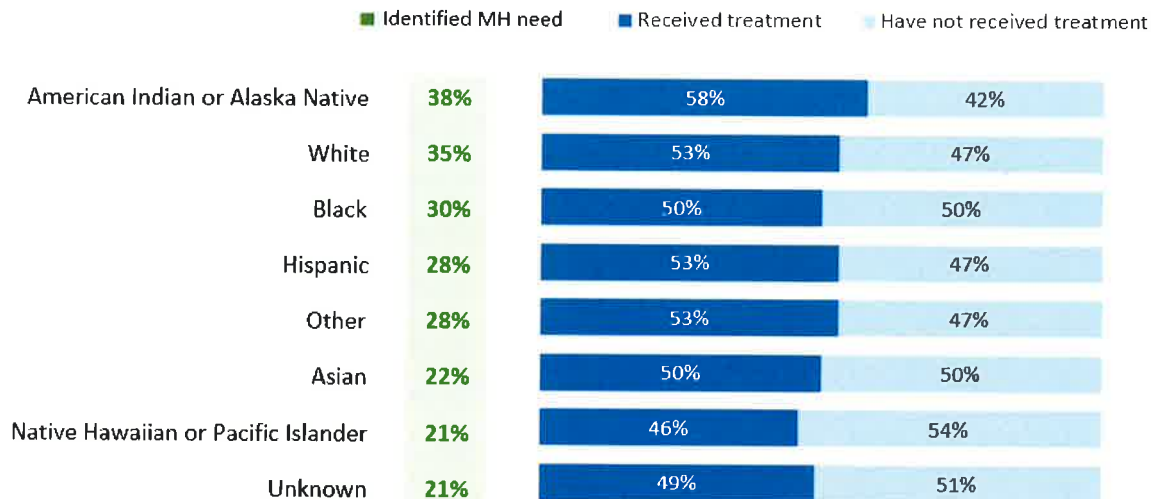


Behavioral Health Need and Rate of Treatment by Race & Ethnicity

Behavioral health needs vary by race and ethnicity in the Olympic region. Among Medicaid enrollees (ages 18-64), 38% of American Indian/Alaska Native (AI/AN) have an identified mental health need compared with 21% of Native Hawaiian or Pacific Islander. Treatment rate disparities exist between races and ethnicities for those with an identified mental health need. Among those identified as having a mental health need, 46% of Native Hawaiian or Pacific Islander Medicaid enrollees have received treatment compared to 58% of AI/AN Medicaid enrollees. Medicaid enrollees who are Asian, Black, 'Unknown' race, or Native Hawaiian and Pacific Islander are less likely to receive needed behavioral treatment than AI/AN, Other, White, and Hispanic. Overall, less than 53% of those identified with a mental health need have received treatment (Figure 9).

The Olympic region has improved opioid use disorder treatment penetration from 34.8% in 2017 to 52.7% in 2019.

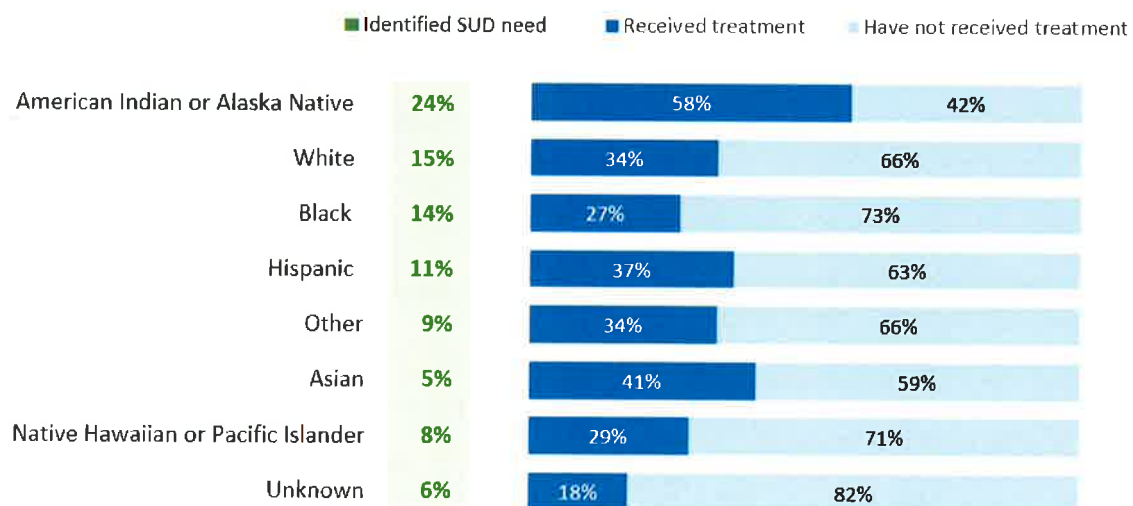
Figure 9: Identified mental health (MH) need and treatment rate among Olympic region adult Medicaid enrollees, by race/ethnicity (2019)



Source: Washington State Healthcare Authority (2020)²⁵

Substance use need among adult Medicaid enrollees (ages 18-64) varies by race and ethnicity as well. As shown in Figure 10, AI/AN experience the highest rate of identified substance use need at 24% of Medicaid enrollees. The AI/AN population in the Olympic region also experiences the highest rate of treatment at 58%. Across all races, 36% of Medicaid enrollees with an identified substance use disorder treatment need in the Olympic region are receiving treatment.

Figure 10: Identified substance use disorder (SUD) need and treatment rate among Olympic region adult Medicaid enrollees, by race/ethnicity (2019)



Source: Washington State Healthcare Authority (2020)²⁶

Behavioral Health Workforce

Improving behavioral health care services depends in part on ensuring that people have access to a behavioral health provider. Each county in the Olympic region is designated as a Mental Health Professional Shortage Area.²⁷ Shortages are calculated as the number of psychiatrists, psychologists, licensed clinical social workers, counselors, marriage and family therapists, advanced practice nurses specializing in mental health care as well as providers that treat alcohol and other drug abuse per 100,000 population. Most of Washington State is experiencing mental health professional shortages. Overall, the I-5 corridor is more successful in recruiting and retaining mental health professionals than the more rural counties as shown in Figure 11.

Figure 11: Mental health professional shortage areas by county (2020)

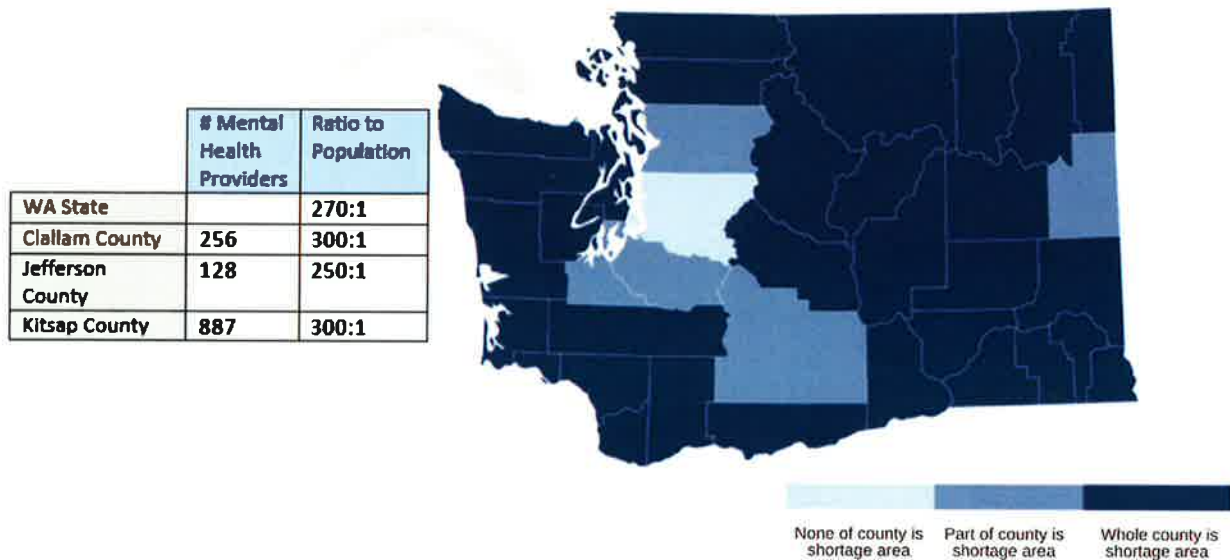


Figure 11 sources:
County Health Rankings & Roadmaps (2020)²⁸ and Rural Health Information Hub (2020)²⁹

In 2017, Washington State conducted a [Behavioral Workforce Assessment](#). The Assessment identified twenty-four categories of occupations credentialed for providing behavioral health services in Washington. The assessment identified that the Olympic region has an aging workforce. The mean age of practitioners is greater than 50 years of age.³⁰ The implications of this trend will be felt by the region in the coming years, as practitioners retire.

Salary

According to local behavioral health care professionals, Wendy Sisk ([Peninsula Behavioral Health](#)) and Jim Novelli ([Discovery Behavioral Healthcare](#)), salary wages for local behavioral health staff positions have not historically been shared due to competition for hiring (personal communications, January, 2021). This is slowly changing as agencies begin posting salary ranges for the current openings listed on their websites.

National data show that salaries vary, with licensed clinical and medical providers such as psychiatrists and psychiatric nurse practitioners receiving salaries that are significantly higher than salaries for non-licensed behavioral health workers. A national average for substance use, behavioral disorder, and mental health counselor salary is \$52,000.

Figure 12: National behavioral health industry salaries

National Behavioral Health Industry Salaries

Mean national annual wage for substance abuse, behavioral disorder, and mental health counselors in 2019



\$52,000

Varying from \$29,200 - \$76,080

Workforce recruitment and retention are areas of concern.

The Olympic region has an aging workforce; one-half of Substance Use Disorder Professionals (SUDPs) are more than 50 years of age.

Source: U.S. Bureau of Labor Statistics (2020) ³¹

Local behavioral health agencies that were willing to share staff salary ranges for this report indicated that salaries in the Olympic region trend lower, especially among the community mental health agencies which primarily serve Medicaid enrollees. Jim Novelli, Executive Director for Discovery Behavioral Healthcare explains,

"It's a historical issue with community mental health, the rate of pay is significantly lower than those offered by a FQHC or hospital setting due to Medicaid rates being lower than other reimbursement forms. The proposed upcoming Medicaid rate increase of 4.5% isn't sufficient to reach parity with other payers. As a primary Medicaid provider our first priority is Medicaid clients. We don't turn them away or limit the number of Medicaid clients like other places may do. We also struggle to serve Medicare because only licensed clinical social workers are eligible to bill Medicare. We are unable to match salaries offered by hospital systems or other healthcare clinics." (personal communication, January 14, 2021).

An additional, ongoing challenge to workforce recruitment is the shortage of affordable housing for potential hires wishing to move into the region poses. In Kitsap, average rental rates have increased by 60% over the past ten years, with a 2019 vacancy rate of 4%, lower than a "healthy" vacancy rate of 6 - 8%. ³² Looking at fair market value for rentals, each county in the region rates as "very high" compared to the national average and more expensive than most of the state of Washington. ³³

Integrated Managed Care

Mandated by the state, [integrated managed care \(IMC\)](#) aims to coordinate physical health, mental health, and substance use disorder treatment services to help provide "whole-person" care under one health plan. Most Medicaid clients have managed care, which means Washington State Medicaid pays health plans (Managed Care Organizations) a monthly premium for preventive, primary, specialty, and other health services coverage. Some Medicaid clients remain on a fee-for-service (FFS) arrangement, including many Tribal members.

Figure 13: IMC regions by implementation date



Source: Center for Health Systems Effectiveness (2020) ³⁴

Transitioning to Integrated Managed Care in the Olympic Region

The Olympic region fully transitioned to IMC on January 1, 2020 (Figure 13). The transition to IMC impacted all behavioral health providers in the region as well as physical health providers in Clallam County, the only county in Washington State that did not previously have managed care for physical health. While the region had ample notice regarding the transition, no funds were allocated to support system improvements such as electronic health record (EHR) changes, technical assistance to providers to understand the changes, and community education. Providers spent many hours and financial resources preparing for and implementing the transition.

The unforeseen COVID-19 pandemic collided with the region's transition to IMC and augmented the IMC transition challenges for providers and clients:

- **Provider payments** – Many behavioral health providers experienced unwarranted claim denials and rejections due to new billing codes.
- **Reduced funding for non-Medicaid services** – Services for individuals who are uninsured and underinsured decreased dramatically in 2020 causing some to turn to emergency departments for care and many to go without needed behavioral health care entirely.
- **Launch of telehealth services** – While the launch of telehealth services is greatly needed, especially in a rural area like the Olympic region, it was not planned for. The region lacks widespread broadband internet access, and many behavioral health clients do not have access to cell phones or computers.

The Olympic region's transition to Integrated Managed Care collided with the COVID-19 pandemic, causing a range of additional challenges and burdens for providers and clients.

Role of the Behavioral Health Administrative Service Organization

Prior to the launch of IMC in 2020, Medicaid enrollees' low intensity mental health service benefits were managed by Washington State Medicaid MCOs. Low intensity mental health services are defined as services provided by primary care offices and by private practitioners and therapists. Higher intensity mental health services and all substance use treatment were behavioral health benefits managed by regional Behavioral Health Organizations (BHOs).³⁵

With the transition to IMC, the role of the BHO dissolved. The responsibility for behavioral health benefits management, low to high intensity services, was transitioned to Medicaid MCOs. Under IMC, MCOs manage both physical and behavioral health benefits, referred to as whole-person care, for Medicaid Managed Care enrollees. The MCOs currently providing managed care benefits in the Salish region are: Amerigroup Washington, Molina Healthcare of Washington, and UnitedHealthcare Community Plan.³⁶

Another system change that was implemented in January 2020 was the creation of a Behavioral Health Administrative Services Organization (BH-ASO). In the Olympic region, this is the Salish BH-ASO (SBH-ASO). The SBH-ASO is responsible for managing the Regional Crisis System for all individuals regardless of funding or insurance status. The SBH-ASO contracts with a network of local behavioral health agencies who are licensed to provide 24/7 crisis services. Crisis services include toll-free crisis line services, mobile crisis outreach, and involuntary treatment investigations. The SBH-ASO is also responsible for the cost of involuntary treatment (psychiatric inpatient and secure withdrawal management) for individuals without Medicaid or other resources.

If financial resources remain after providing for the Regional Crisis System and involuntary treatment, the SBH-ASO may also provide for limited non-crisis behavioral health services for non-Medicaid individuals, such as outpatient treatment. However, with the reduction in non-Medicaid funding that occurred with the transition to IMC, very limited funding is available to provide for non-crisis services to non-Medicaid individuals. Overall, non-Medicaid funding from the state's General Fund has decreased from 2018 through 2020 (Figure 14).

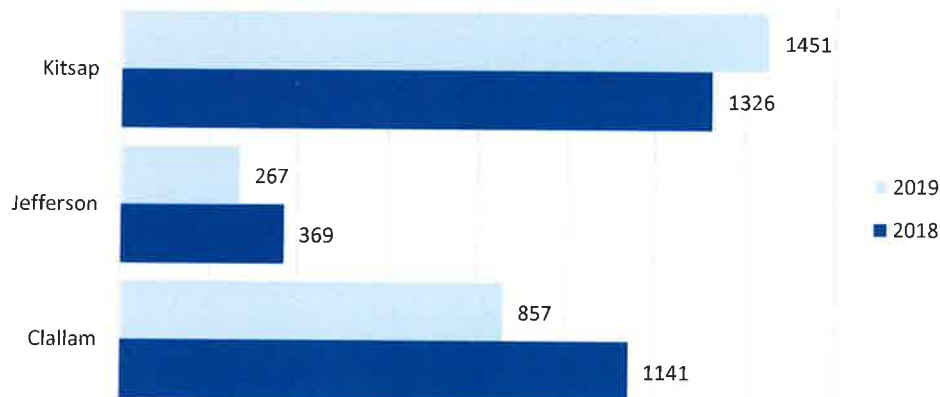
Figure 14: Non-Medicaid General Funds received in 2018-2020



Source: Salish Behavioral Health Administrative Services Organization (2020) ³⁷

The SBH-ASO provides for behavioral health crisis services to everyone within the region, regardless of insurance coverage. During 2018 and 2019, the most recent years for which data is available, the SBHO's Crisis Provider Network provided a total of 4,845 and 4,594 crisis services, respectively. ³⁸ These services are broken down by county in Figure 15.

Figure 15: Crisis Services provided by Salish Behavioral Health Organization by County in 2018-2019



Source: Salish Behavioral Health Administrative Services Organization (2020)

Gaps & Challenges

There are many opportunities for improvement in prevention, treatment, and access to behavioral health care in the Olympic region. Here we focus on areas that have been raised by partners across our region.

Substance Use Withdrawal Management Facilities

The deficit of withdrawal management facilities in the Olympic region is a barrier to recovery.

Medically supported withdrawal management is often recommended for individuals with severe addiction who are at risk of seizures, respiratory failure, or other fatal side effects caused by acute withdrawal. Medical withdrawal management provides inpatient care so that the individual may be continuously monitored and supported by medical professionals. There are currently **zero medically assisted withdrawal management facilities** operating in Olympic region. Individuals requiring medically assisted withdrawal management services are referred to high-demand facilities in Tacoma, Chehalis, Lacey, Seattle, and other distant locations. Even when a referral is secured and a bed space is available, lack of transportation to these locations is a barrier to accessing care.

Residential withdrawal management (formerly known as “subacute detoxification”) provides short-term non-medical inpatient support services for clients experiencing mild to moderate withdrawal symptoms. It is designed to monitor vitals, provide medication reminders, and support the client through the withdrawal process. To be accepted for this service, individuals must meet agency-established limits based upon screening tools that determine if an individual is not at medical risk and is past the worst symptoms of withdrawal (Figure 16).³⁹

Figure 16: Residential withdrawal management facilities currently operating in the Olympic region

Kitsap County	Kitsap Recovery Center	6 male & 3 female beds
Kitsap County	Olalla Recovery Centers	2 male & 1 female beds
Jefferson County	N/A	0 beds
Clallam County	N/A - Specialty Services closed their withdrawal management unit in March 2020	0 beds

Broadband Internet Access

Limited access to broadband internet is a barrier to utilizing telehealth and telemedicine diagnosis and treatment services. Broadband internet, as defined by the Federal Communications Commission (FCC), has speeds of at least 25 megabytes per second (Mbps) download and at least 3 Mbps upload.⁴⁰ Limited access is also a barrier for youth and adults struggling to keep up with remote school and work requirements.

Fast fiber and cable internet connections are not available in many rural areas of the Olympic region.

Broadband internet access varies geographically with lower access in rural and remote geographic areas; 3% of Kitsap residents do not have access to broadband compared with 15% and 17% in Clallam and Jefferson, respectively.⁴¹ Fast fiber and cable internet connections are not available in many rural areas of the Olympic region. Current options in these areas include using phone lines (which can be slow and ineffective for the live audio and visual streaming required by telemedicine) and satellite connections (which are expensive). In Forks, there are three providers offering residential internet service, of which only one offers wired connection (DSL via phone lines). In comparison, residents of Bremerton may select from five residential internet providers, four of which offer wired connections (high-speed fiber and cable).⁴²

Rates and Policies

Access to behavioral health care is impacted by reimbursement rates and policies. Here we describe two examples that have negatively impacted access to health care services: Medicare restrictions on SUD inpatient treatment and low or no reimbursement rates for telehealth.

Medicare coverage of SUD inpatient treatment is subject to restrictions which make it difficult for clients to access services. Medicare reimbursement for inpatient treatment is limited to hospital-based treatment facilities. There are no such facilities in the Olympic region and there is a high demand for openings in out-of-region hospital-based treatment facilities. Previously, the BHO provided funding to support inpatient treatment for Medicare clients at non-hospital facilities; that assistance has diminished with the decreased funding now provided to the BH-ASO (personal communication, Three-county Coordinated Opioid Response Project Treatment workgroup, January 20, 2021).

Before COVID-19, FQHCs and Rural Health Centers (RHCs) were not permitted to bill Medicare as a distant site for telehealth. While it is temporarily permitted, under the COVID-19 CARES Act, it “unfortunately still reimburses relatively poorly,” at about 30% of what would be reimbursed by Medicare for an in-person visit (M. Maxwell, personal communication, March 21, 2020). For other non-FQHC/RHC health care practices, telehealth was permitted prior to COVID-19 and billed at a lower rate than in-person care.

Early in the pandemic, Governor Inslee’s Proclamation 20-29 recognized the importance of telehealth options and specifically authorized such visits to be reimbursed at the same payment as an in-person encounter. Unlike the situation with Medicare, this removed any financial penalty barriers to providing telehealth services for Medicaid clients. Similarly, the Governor mandated that, during the pandemic, the commercial insurance plans must reimburse telehealth at the same rate they would reimburse a face-to-face visit.⁴³ These allowances are characterized as temporary for the duration of the pandemic emergency. Should encounter-parity be removed post-pandemic, there will once again be a barrier to providing telehealth.



Privacy Regulations: HIPAA and 42 CFR Part 2

In 1975 Congress passed legislation known as 42 CFR Part 2 which guarantees the confidentiality of information for individuals seeking treatment or with a diagnosis of substance use disorder at a federally assisted program. The statute requires that a patient must give specific written consent before information related to their SUD diagnosis or treatment plan is shared with non-addiction providers. The intent behind the law was to safeguard alcohol and drug patient information from use by law enforcement as well as to prevent housing and employment discrimination.⁴⁴

No other chronic or acute diagnosis has the same shroud of protection as substance use disorder. Congress passed the Health Insurance Portability and Accountability Act of 1996 (HIPAA) which permits disclosure of client records without consent for the purpose of case management and care coordination. The only mental health record disclosure given special attention under HIPAA are psychotherapy notes which are recorded separately and are not included in the medical record.⁴⁵

Because 42 CFR Part 2 requires an individual's consent for almost every instance of disclosure, it is an obstacle to timely sharing of information and blocks providers from easily and effectively coordinating care. The result is a fragmented system of care which frustrates efforts to integrate behavioral and physical health for individuals experiencing SUD, with potential for duplication and gaps in care which increase possibility for patient harm.⁴⁶ An additional unintended consequence of 42 CFR Part 2 is that behavioral health providers face additional barriers to participating in electronic health information exchanges.⁴⁷

Recovery Housing

Recovery houses are safe, healthy, substance-free living environments that support individuals who are in recovery from addiction. While recovery residences vary widely in structure, all are centered on peer support and a connection to services that promote long-term recovery.⁴⁸ There currently is no state or local data source identifying existing recovery residences in Washington State.

In 2019 Washington State HB1529 legislated a registry of certified recovery housing be established and maintained. As part of that process, OCH's Three-county Coordinated Opioid Response Project (3CCORP) treatment workgroup began collaborating with the Fletcher Group and surveyed the region to identify existing recovery housing. Initial findings from the regional survey indicate that the vast majority of recovery housing available in the Olympic region are peer-run Oxford Houses⁴⁹. Regionally, Oxford Houses accommodate seven to ten individuals with better access to housing for men than for women and families available. Access to recovery housing in the Olympic region varies by county, with 9 Oxford Houses (75 beds) in Clallam County, 26 (224 beds) in Kitsap County, and none in Jefferson County.⁵⁰

1/10th Citizens Advisory Committees

The Hargrove bill was passed by the Washington State legislature in 2005. It allows counties to pass a 1/10 (one tenth) of 1% sales tax for mental health, substance use treatment and to support court treatment programs. The bill was passed in recognition that behavioral health needs exceeded available funding. Each county administers their own 1/10th of 1% dollars.⁵¹ Jefferson County Commissioner Brotherton reported that many 2020 applicants returned with funding requests in 2021. The county allocated \$493,123 to 15 programs including transitional housing projects by Olympic Community Action Programs (OlyCAP) and Discovery Behavioral Healthcare and therapeutic housing support by Jefferson County's Juvenile & Family Court (personal communication, January 14, 2021).

Determinants of Health

It is estimated that about 20% of what creates health is related to access and quality of health care, including behavioral health care. The remaining 80% is shaped by the conditions in which people are born, live, grow, work, and age. These conditions shape health in a way that is beyond the reach of the health system and are referred to as the determinants of health (DoH). DoH can shape a person's health positively or negatively. Addressing social needs is an upstream solution that may prevent behavioral health needs before they begin.

Figure 17: Determinants of Health

Economic Stability	Education	Social and community context	Neighborhood and physical environment	Health and health care
Employment	Early childhood education & development	Civic participation	Violence and safety	Access and coverage to health care
Income		Discrimination	Housing quality	Quality of care
Debt	Education level	Incarceration	Transportation	Provider cultural competency
Food security	High school graduation	Social cohesion	Walkability and parks	Health literacy
Housing	Language and literacy	Support systems	Environmental pollutants	
	Vocational training	Stress	Air and water quality	

Figure 17 source: Olympic Community of Health (2020)⁵⁰

The COVID-19 pandemic is exacerbating social risk factors for millions, including loss of employment, subsequent health coverage loss, worsening food insecurity, and increasing housing instability. Many marginalized communities have been impacted disproportionately.

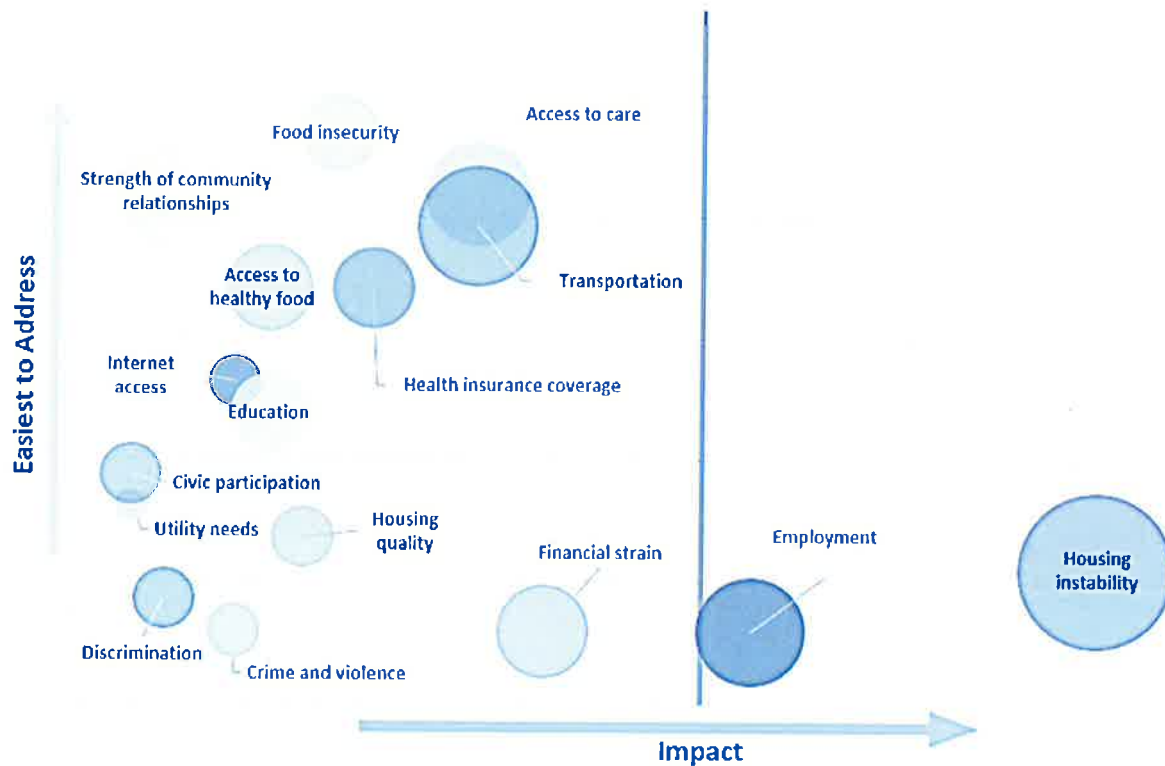
Figure 18 provides a visual of the Olympic region's priorities regarding determinants of health as determined by a regional survey conducted by OCH in May, 2020. Housing instability and employment were identified as social risk factors that would have both great impact and benefit from a regional response.

OCH is committed to addressing local determinants of health by taking the following next steps:

- Complete a full inventory of regional determinants of health work with a goal of maximizing current resources and work, increasing collaboration, and identifying funding gaps.
- Host a region-wide housing summit including a full data overview, highlighting successes, promising models, and providing space for collaborative problem solving.
- Encourage current Medicaid Transformation Project partners to advance community-clinical linkages, strengthening relationships across organizations, Tribes, and communities.
- Identify and coordinate funding opportunities to support local efforts addressing determinants of health.



Figure 18: Determinants of health priorities regarding ease, potential impact, and benefit from regional response (circle size).



Source: Olympic Community of Health (2020) ⁵²

Olympic Region Creativity & Successes

Local Approaches

The Olympic region has many communities, organizations, and Tribes working together to support the behavioral health needs across the region. OCH has seen many successes related to improving individual and population health across the region. Below are just a few examples of innovative projects by OCH partners.

Resiliency and Trauma-Informed Care Related Projects



Becoming a trauma-informed organization | Olympic Area Agency on Aging's (O3A)

O3A's Program Manager is a certified trauma-informed care trainer and is equipped with the experience and tools necessary to lead trauma-informed care workshops for all O3A branches. During COVID-19, O3A adapted their trauma-informed care training to a digital platform, allowing them to cater the training to a remote workforce and engage more staff than initially planned.



Resilience video project | Clallam Resilience Project

Clallam Resilience Project's Take Care and Be Well Tiny Video Series is a collection of short videos (2-5 min) highlighting resilience centered skills. The videos feature representatives from Jefferson County Health Department, Quillayute Valley School District, United Way of Clallam County, First Step Family Support Center, Nurturing Families LLC, Olympic



Community of Health, Clallam County Commissioner, Clallam County Health and Human Services, and more.

Tribal wellness kits | The Quileute Tribe

The Quileute Tribe provides monthly wellness kits to every household in the reservation. The kits have had an incredible impact on the community, providing opportunities for creative expression, safe community connections, and raising awareness of local services available through the Quileute Health Center.

Substance-Use Disorder/ Opioid-Use Disorder Related Projects



Syringe exchange | Peninsula Community Health Services (PCHS)

PCHS is now providing syringe exchange at five of their pharmacies. Kitsap Public Health District is partnering with PCHS to transition the public health district's syringe exchange services to a network of fixed-location health care facilities while the health district continues to provide a mobile syringe exchange program in rural areas of Kitsap County. PCHS provides medication assisted treatment and this change will increase linkage between needle exchange and treatment services.

Community paramedicine program | Port Angeles Fire Department

Port Angeles Fire Department hired a community paramedic who works with the Port Angeles Police Department social worker to remove barriers to recovery. The community paramedic and social worker remove barriers by identifying high risk individuals, coordinating care, providing transportation, and conducting outreach with the homeless community via homeless shelters and visits to homeless camps. In just six months, the Community Paramedicine program saw a 50% decrease in EMS calls and transports to the Emergency Room after initial contact with the Community Paramedic. The concept of community paramedicine has spread, Jefferson Police Department is in process of creating policies and procedures to support a social worker.

Community Health Improvement Program (CHIP) | Jefferson County

Jefferson County CHIP works to strengthen and expand Substance Use Disorder and Opioid Use Disorder prevention, treatment and recovery services. They conducted a needs assessment addressing the treatment and recovery needs of Jefferson County and developed a strategic, workforce, and sustainability plan.

Telehealth Related Projects



MAT telehealth | Port Gamble S'Klallam Health Clinic

Port Gamble S'Klallam Health Clinic initiated telehealth services allowing counselors and MAT providers to provide individual and group services via telehealth. Telehealth has been implemented across primary care and behavioral health services.

Virtual dialectical behavior therapy | Kitsap Mental Health Services

Kitsap Mental Health Services implemented virtual Dialectical Behavior Therapy (DBT) within the Child and Family Department. The program has since seen a 100% participation rate.

Community Connect pilot clinic | Jamestown Family Health Clinic

Integration of virtual/telehealth visits and patient scheduling via a patient portal



(MyChart). Jamestown Family Health Clinic was the Community Connect pilot clinic for the implementation and testing of the integrated telemedicine using Zoom with MyChart. This allows a more efficient and functional telemedicine experience for the patient. Medical Laboratory Technicians and Licensed Clinical Social Worker were trained to provide audio/video as well as telephone only visits.

OCH Solutions

In addition to supporting partner projects and initiatives (such as the ones listed above), OCH is committed to leading creative approaches addressing regional health priorities. The examples below outline a few areas that OCH will be taking lead on over the next year.

Addressing Stigma

Stigma is defined as “a mark of disgrace associated with a person, a personal quality, or a personal circumstance.”⁵³ Stigma can be a barrier to seeking behavioral health services. It can also be a barrier to reaching out to friends or employers for help as stigma contributes to alienation from others who do not understand the disease or how to help.⁵⁴ The American Society of Addiction Medicine webpage reports:

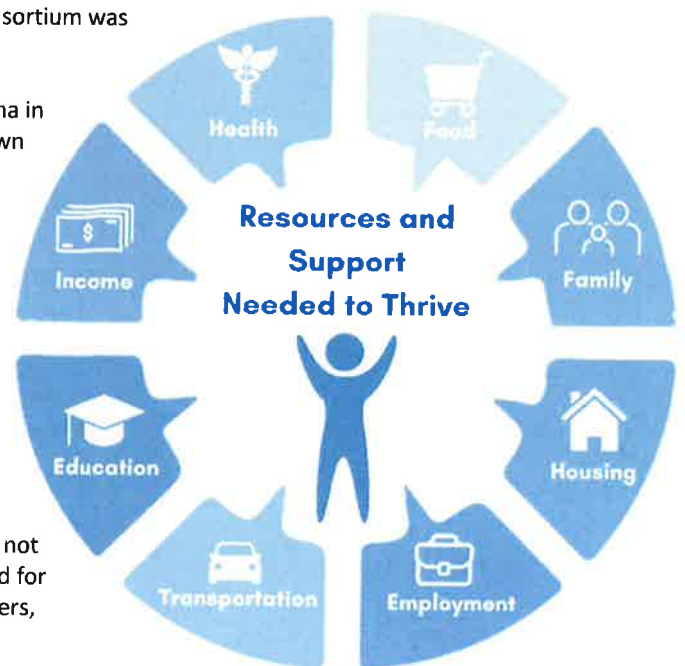
“Unfortunately, because of the legal and social ramifications associated with addiction, patients are often reluctant to tell their doctor that they may have addiction or consent to the disclosure of information about their addiction treatment. This is an unfortunate aspect of the stigma that surrounds this disease, and it exacerbates the addiction treatment gap that exists in this country.”⁵⁵

OCH and its partners are committed to addressing stigma in the Olympic region in 2021. The Steering Committee of Three-county Coordinated Opioid Response Project (3CCORP) prioritized stigma as an intervention focus area. OCH was awarded \$245,000 by Cambia Health Solutions and directed those funds be used to implement a multi-prong approach to combat behavioral health stigma in our region, especially stigma related to substance use disorder.

At the local level, the Jefferson County Behavioral Health Consortium was awarded \$1,000,000 Rural Communities Opioid Response – Implementation (RCORP-I) by Health Resources and Services Administration (HRSA) with an objective to address SUD stigma in Jefferson & Clallam counties in partnership with the Jamestown S’Klallam Tribe.⁵⁶

Clallam Care Connection (3C)

Fragmented care occurs when health care providers and other organizations do not effectively work well together. Providers describe working in silos with systems that are not set-up to support collaborative multidisciplinary coordinated care for high-risk individuals such as those with serious mental health and/or substance use disorders. This challenge is not unique to the Olympic region, a recent study by Health Affairs reported that, “Compared to physicians in other countries, substantial proportions of U.S. physicians did not routinely receive timely notification or the information needed for managing ongoing care from specialists, after-hours care centers,



emergency departments, or hospitals”.⁵⁷ One of the most effective methods of improving client outcomes while decreasing costs is care coordination.

Clallam Care Connection (3C) is a pilot project that provides coordinated care to improve the health status of individuals with complex, chronic conditions to deliver a seamless experience of care that is person-centered, cost-effective, addresses social determinants of health, and results in improved health and wellness. Connecting weekly, providers from health, social service and community organizations are breaking the silos and moving towards whole-person care. 3C focuses on serving members of the community who are at risk for or experiencing: debilitating mental health and substance use disorder, repeat 911/emergency department use, risk of suicide, transition out of inpatient services or jail/prison; disjointed or discontinuous care.

3C is in its start-up phase with four organizations currently participating: North Olympic Healthcare Network (NOHN), the Port Angeles Fire Department, Peninsula Behavioral Health, and REdisCOVERY (a team of navigators who work closely with the Port Angeles Police Department to respond to mental health crises in the field). The benefits are already apparent with increased appointment and medication adherence among 3C clients and unnecessary 911 and ED visits prevented. Additionally, 3C team members have the benefit of closed-loop referrals (meaning that the outcome of a referral is known). In the future, 3C will use a shared digital information exchange platform if one becomes available and if the parties agree to pay and participate in its use.

Opportunities & Recommendations

There are many opportunities for legislators, policy makers, health care providers, community-based organizations, social service agencies, Tribal health centers, and communities to prioritize behavioral health. OCH's regional partners recommend the following:

Workforce

- ◆ Provide advocacy to increase salaries for behavioral health providers commensurate with their education, training, and the cost-saving benefit their services provide.
- ◆ Conduct a behavioral health workforce study to ascertain current strengths and opportunities to address workforce staffing shortages.
- ◆ Advocate for behavioral health reimbursement rates that are based on actual costs and salaries, not on past and current rates which have not kept up with cost of living and education.
- ◆ Improve access to housing. Ensure that housing (rental and home ownership) is affordable over time for occupancy by local employees and residents.

Determinants of Health

- ◆ Prioritize innovative and creative housing and transportation solutions to improve access to care across the region.
- ◆ Strengthen partnerships between community-based organizations and clinical providers to address social needs.
- ◆ Sustainable funding to address determinants of health.

Services

- ◆ Address the need for additional withdrawal management and stabilization services in the Olympic region and across the state.
- ◆ Implement guidance that improves data sharing and communication between clinical and community partners.
- ◆ Increase mental health and substance use disorder services; expand eligibility for existing services and increase the number and type of services.

- ◆ Increase funding to the Behavioral Health Administrative Service Organizations to funding levels of 2018 and 2019. This will improve access to non-crisis services, such as outpatient treatment, among non-Medicaid individuals.

Technology & Whole Person Care

- ◆ Establish guidance to streamline and support implementation of HIE in our region and state. Enhance referral systems and processes to better connect clients to existing community resources.
- ◆ Address perceived barriers to coordination and integration of care, including health information exchanges (HIE) among behavioral health providers regionally and statewide. Provide training on complying with confidentiality regulations such as 42CFR Part 2 while using HIE.
- ◆ Continue to support COVID-19 recovery and resources including cell phones and laptop distribution programs for Medicaid clients to ensure continued access to services and treatment.

Acronyms

ACH	Accountable Community of Health	OCH	Olympic Community of Health
AI/AN	American Indian/Alaska Native	OUD	Opioid use disorder
BH	Behavioral health	SBH-	
BHO	Behavioral Health Organizations	ASO	Salish Behavioral Health Administrative Services Organization
ED	Emergency department	SUD	Substance use disorder
DoH	Determinants of Health	VA	Veterans Administration
HCA	Health Care Authority	WADOH	Washington Department of Health
IMC	Integrated managed care	WA	Washington State
MHC	Mental health condition	3CCORP	Three-County Coordinated Opioid Response Project

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AGENDA ITEM SUMMARY

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

5
3/29/21

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. Piccolo

Name of Employee/Stakeholder attending meeting: Kelley Lawrence / Kevin L. Piccolo

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: jlanson@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.



AGENDA ITEM SUMMARY

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

6
3/29/21

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-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 L. PICCOLI

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

Relevant Departments: HHS

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)

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

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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:

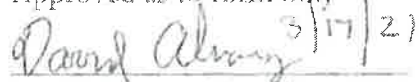
Loni Gores, Clerk of the Board

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. 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 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 contract 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)

7
3/29/21

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 LoPiccolo

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

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 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 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)

8
3/29/21

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

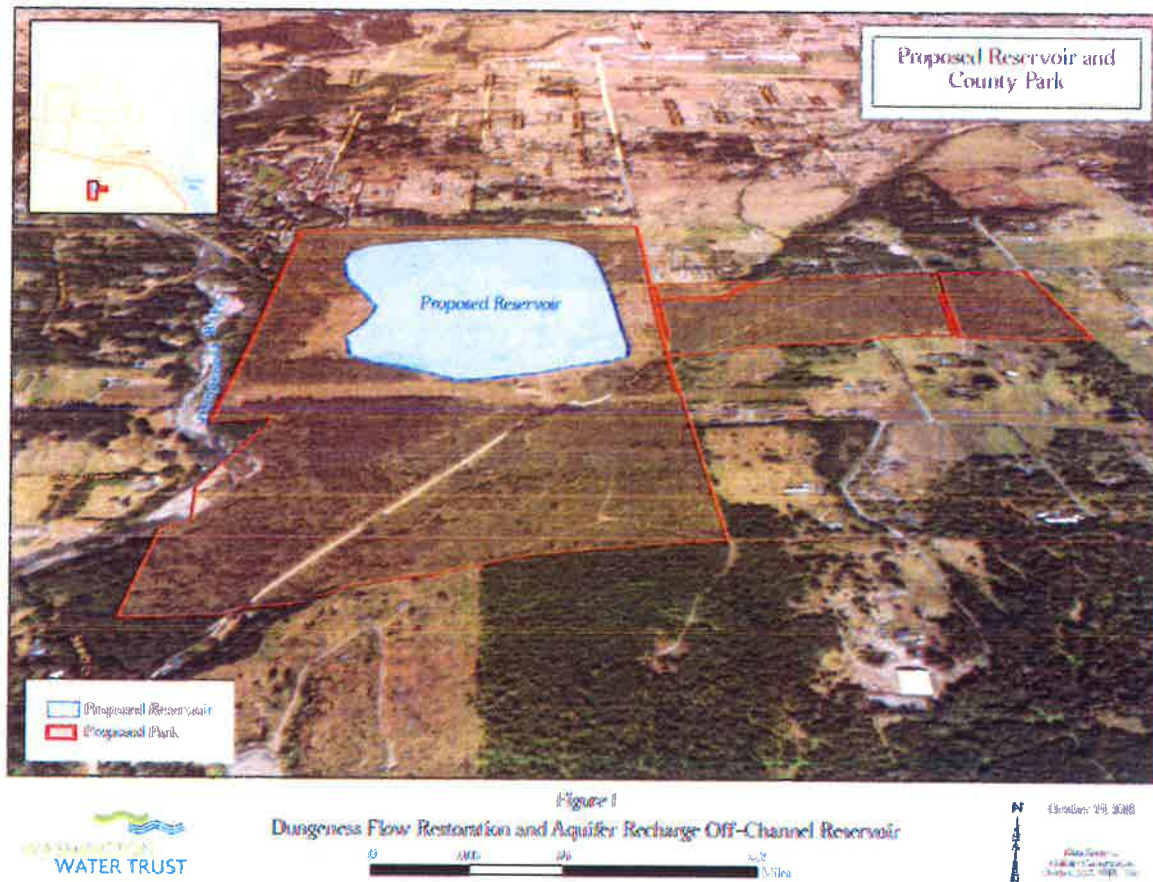
Mark Ozias, Chair

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, Clerk

Randy Johnson

Bill Beach

ATTEST

Let Gores, Clerk of the Board



AGENDA ITEM SUMMARY

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

9
3/29/21
40

Department: Public Works/Road

WORK SESSION ☒ **Meeting Date:** 03/29/2021

REGULAR AGENDA ☒ **Meeting Date:** 03/30/2021

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | ☐ Budget Item |
| ☐ Resolution | ☐ Proclamation | ☒ Other Certifications |
| ☐ Draft Ordinance | ☐ Final Ordinance | |
- Documents exempt from public disclosure attached: ☐

Executive Summary:

This item is the Annual Certification for 2020, Certification of Road Fund Expenditures for Fish Passage Barrier Removal and Certification of Road Fund Expenditures for Traffic Law Enforcement as required by the County Road Administration Board (CRAB) by April 1st of each year.

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?** ☐

There is no monetary impact other than the time it takes to fill out the form.

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

That the Commissioners review, and authorize the Chair to sign this certification.

County Official signature & print name: R. Tyler, Ross Tyler

Name of Employee/Stakeholder attending meeting: Ross Tyler

Relevant Departments: Public Works/Road Dept.

Date submitted: 03/24/2020

* 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)

CERTIFICATION OF DIVERSION AND ROAD FUND EXPENDITURES FOR TRAFFIC LAW ENFORCEMENT
WAC 136-150-022

Total Road Levy:

Budgeted Road Levy revenue (as listed on the Road Levy Certification - WAC 136-150-021):	\$7,611,421.00
--	----------------

Actual Road Levy revenue produced:	\$7,653,593.26
------------------------------------	----------------

Road Levy Diversion:

Budgeted Road Levy Diversion (as listed on the Road Levy Certification - WAC 136-150-021):	\$0.00
--	--------

Actual amount of Diverted Road Levy:	\$0.00
--------------------------------------	--------

Was Diverted Road Levy deposited in a specific and identifiable account (RCW 36.82.040):

Traffic Law Enforcement Paid by Road Fund Expenditures:

Budgeted cost reimbursements and/or operating transfers from the Road Fund:	\$500,000.00
---	--------------

Actual total amount of cost reimbursements and/or operating transfers from the Road Fund:	\$500,000.00
---	--------------

Total Road Portion Traffic Law Enforcement Expenditures:

\$500,000.00

Total Traffic Law Enforcement Expense (ALL COUNTY FUNDS):

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including traffic law enforcement, as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

This form must be reviewed and certified (on the "Engineer's Certification Form") by:

- **County Sheriff**
- **County Auditor OR Charter designated Chief Financial Officer**
- **Chair, Board of County Commissioners OR County Executive**

FISH PASSAGE CERTIFICATION

WAC 136-150-023

Submitting County: **Clallam** Budget Year: **2020****Fish Passage Barrier Removal Projects**

Project Name	Total Project Cost	Cost Outside of ROW	% of Total Cost (25% Allowed by WAC)
---------------------	---------------------------	----------------------------	---

Total Expenditures for Fish Passage Barrier Removal Outside County Rights-of-Way

Total Annual Road Construction Budget:	\$7,897,000.00
--	----------------

X 0.005

1/2% of Total Annual Road (Limit of "Outside of Right-of-Way" expense)	= \$39,485.00
--	---------------

Total Expenditure for Fish Passage Barrier Removal Outside County Right-of-Way	\$0.00
--	--------

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including removal of barriers to fish passage and accompanying streambed and stream bank repair as specified and limited by RCW 36.82.070 , as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

Clallam County Annual Certification For Calendar Year 2020
WAC 136-04

MANAGEMENT AND ADMINISTRATION

A. During **2020** the County Engineer performed the duties and had the responsibilities specified in RCW 36.80.030. Yes

Explanation:

B. At any time during **2020** was there a vacancy/change in the position of County Engineer? If so, were the procedures in WAC 136-12 followed?

Explanation:

C. The processing of County Road Accident Reports during **2020** complied with WAC 136-28. Yes

Explanation:

D. Priority Programming techniques were applied to the ranking of all potential projects on the arterial road system in **2020** per WAC 136-14-020. Yes

Explanation:

E. As of December 31, **2020** the management of the county road department was in accordance with policies set by the county legislative authority including, but not limited to, the following specific policies required by WAC 136-50-050:

*Has your agency sent the most recently adopted version to CRAB WAC 136-50-051?

POLICY	WAC	DATE OF CURRENT VERSION
Re: Organization	136-50-051	
Re: Personnel Practices	136-50-052	
Re: Complaint Handling	136-50-053	
Re: Work for Others	136-50-054	
Re: Utility Accommodation	136-50-055	
Re: Priority Programming	136-14-030	

Explanation:

F. The following were submitted to CRAB in a timely manner:

	DOCUMENT	WAC	DUE DATE	DATE OF ADOPTION / PREPARATION	DATE SENT TO CRAB
'20	Six-Year Program	136-15-050	31-DEC-19	11/12/2019	12/19/2019
'20	Annual Construction Program	136-16-040	31-DEC-19	11/26/2019	12/19/2019
'20	CAPP Program	136-300-060	31-DEC-19	12/20/2019	12/24/2019
'20	Road Fund Budget		31-DEC-19	12/02/2019	12/19/2019
'20	Maintenance Management Work Plan & Budget	136-11-040	31-DEC-19	12/20/2019	12/20/2019
'20	Road Levy	136-150-021	01-FEB-20	01/22/2020	01/22/2020
'19	Certification of Diversion and Road Fund Exp. For Traffic Law Enforcement	136-150-022	01-APR-20	03/31/2020	03/31/2020
'19	Engineer's Certification of Fish Barrier Removal Costs	136-150-023	01-APR-20	03/26/2020	03/26/2020
'19	Certification of Road Fund Exp. for Marine Navigation and Moorage	136-150-025	01-APR-20		
'19	Annual Construction Report	136-16-050	01-APR-20	03/26/2020	03/31/2020
'19	CAPP Report	136-300-090	01-APR-20	03/26/2020	03/31/2020
'19	Maintenance Management Certification	136-11-050	01-APR-20	03/26/2020	03/26/2020
'19	Annual Certification	136-04-030	01-APR-20	03/26/2020	03/31/2020
'19	Road Log Update	136-60-030	01-MAY-20	04/27/2020	04/27/2020
'20	PMS Certification for CAPA Eligibility	136-70-070	31-DEC-20	12/18/2020	12/18/2020

Explanation:

G. Projects to which construction expenditures were charged were all on the originally adopted **2020** Annual Program or as amended per WAC 136-16-042 - Attach Amendments. (If No, please attach a brief explanation.)

Explanation:

H. The County's construction by county forces limit for **2020** computed in accordance with RCW 36.77.065: \$1,268,022.50

I. The actual expenditure for construction by county forces as reported in the **2020** Annual Const. Report:

J. As required by WAC 136-20-060, a written Bridge and Inspection Report for **2020** was furnished to the legislative authority on (attach a copy): 10/05/2020

of NBI Bridges as of December 31, **2020**: 35

**Clallam County
Reports for 2020
Digital Submittal Certification
for Forms Due April 1st**

The documents checked below are hereby submitted from Clallam County for the review and acceptance of the County Road Administration Board.

2020 RAP Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement

I hereby certify that the above report is true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

Signed: _____ Date: _____
County Sheriff

Signed: _____ Date: _____
County Auditor

Signed: _____ Date: _____
Chair / Executive

2020 Certification of Road Fund Expenditures for Fish Passage Barrier Removal

2020 Annual Certification

I hereby certify that the Fish Passage Removal and Annual Certifications are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

Signed: _____ Date: _____
Chair / Executive

Signed: _____ Date: _____
County Engineer

2020 County Ferry System Operations Report

2020 Annual Construction Report

2020 County Arterial Preservation Report

2020 Certification of Road Fund Expenditures for Marine Navigation and Moorage

2020 Maintenance Management Annual Certification

I hereby certify that the County Ferry System Operations Report, Annual Construction Report, County Arterial Preservation Report, Marine Navigation and Moorage Certification, and Maintenance Management Certification are true and accurate and that I have reviewed, approved, and submitted said reports to the County Road Administration Board in accordance with WAC 136.

Signed: _____ Date: _____
County Engineer



10
3/29/21

AGENDA ITEM SUMMARY

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

Department: BOCC

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 – Discussion and approval of designation |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Washington State Department of Commerce is directed by RCW 43.330.080 to contract with County-designated Associate Development Organizations (ADOs) to increase support for and coordination of community and economic development services. The process occurs every two years and in the past the County has designated the Economic Development Council.

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?)

Discuss designation of the Associate Development Organization (ADO) and take action no later than April 15, 2021.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: March 22, 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)



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • 360-725-4000
www.commerce.wa.gov

RECEIVED
CLALLAM CO. COMMISSIONER

MAR 10 2021

1...2...3...A...

March 11, 2021

The Honorable Mark Ozias, Chair
Clallam Board of County Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362

Dear Commissioner Ozias:

Every two years, the Department of Commerce begins the process of contracting with Associate Development Organizations (ADOs) by sending a letter to the Board of County Commissioners or County Executive in each county requesting designation of an ADO.

Commerce is directed by RCW 43.330.080 to contract with county-designated ADOs to increase the support for and coordination of community and economic development services in communities or regional areas.

As part of the contracting process, please complete the enclosed ADO Certification/Designation Form for the 2021-2023 Biennium, returning to Commerce by April 15, 2021. Your county can choose to re-designate the current ADO or make a new designation. Please see the enclosed Eligibility and Designation Guidelines.

Thank you for your consideration in helping to move the contracting process forward in a quick manner. I look forward to working with our ADO partners during the next biennium.

Sincerely,


Chris Green
Assistant Director

Enclosures

cc w/enclosures: Clallam County Economic Development Council



Associate Development Organization Certification/Designation Form

(For use by County officials)

affirms/ designates the

(Name of County)

(Name of ADO)

as the Associate Development Organization to coordinate economic development services for the county under contract with the Washington State Department of Commerce. Consistent with statutory requirements:

1. ☐ The prospective ADO is a **non-profit** organization.

OR

- ☐ A **public entity** that has formed an authority or committee with full operating authority to carry out the duties of the ADO. It is important to recognize that this group would have its own authority and budget, not just the power to recommend actions/plans/expenses.

2. Economic development is the **primary mission** of the prospective ADO, and not just a secondary activity. This can be demonstrated with a written mission statement in a brochure, web-page, newsletter, etc. It may also be documented in the organization's by-laws.
3. For economic interests in the county, this organization serves as a networking tool and resource hub for business retention, expansion, and relocation in Washington.
4. This organization has/will have the capacity during the period under contract with Commerce to carryout work activities as detailed in RCW 43.330.080

This designation is effective on the date signed below, and shall remain in effect for the 2021-2023 biennium (07/01/2021-06/30/2023). **Please provide documentation of the County executive or governing body's action designating the above-identified organization as the ADO.**

Signature

Print Name

Title

Date

PLEASE SUBMIT THIS FORM AND DOCUMENTATION TO:

Diana Divens, ADO Contracts Coordinator at: ✉ diana.divens@commerce.wa.gov
Office of Economic Development and Competitiveness
Washington State Department of Commerce
Post Office Box 42525
Olympia, WA 98504-2525
360-725-4187



Washington State
Department of
Commerce

Associate Development Organizations

**Eligibility & Designation
Guidelines
March 2021**

Overview

Washington's Department of Commerce (Commerce) maintains a contracted partnership with 35 Associate Development Organizations (ADOs), serving 39 counties, through both technical assistance and funding for local economic development activities. Each county in the state has designated an organization as their ADO to partner with Commerce and serve as the lead on local economic development activities in their county.

This guide is provided to assist county leaders in the process of designating the most effective organization to serve as the ADO for their county. The criteria that Commerce uses to approve and negotiate a contract with a county-designated ADO is also covered.

The origins of ADOs date back to Governor Booth Gardner's Team Washington strategy that was initiated in 1985 to develop public-private, and state-local partnerships across the state. At first the Local Economic Development Assistance Program (LEDA) provided administrative grants to 33 ADOs that served the state's 39 counties. ADOs were to become the principal contact for the department and all county economic development elements (chambers, towns, ports, businesses, etc.) would coordinate their efforts through their local ADO.

Expectations of ADOs

The broad role of an Associate Development Organization is that of advocacy and leadership, serving as the point of contact for local economic activities, recruiting/hosting new businesses, and coordinating business retention and expansion efforts within its service area. The ADO serves as the principal contact for Commerce regarding economic activity in their area. ADOs help Commerce gather data about community profiles, industrial sites, plans for business development and retention, reports on business activities, and proposals for other economic activities in their service areas.

ADOs are described in more detail in RCW 43.330.080, and a copy of that code is provided in the reference section of this guide.

Specific expectations of the ADO, as assessed by Commerce for contracting purposes include:

- 1) Partner with Commerce: The designated ADO organizations shall partner with Commerce as the lead local economic development organization in their service area to deliver economic development services at the local level. Through a contracted partnership, Commerce determines the scope of services delivered under the ADO grant/contract in collaboration with the ADO. The ADO works closely with Commerce to develop and carry out strategies and show potential for long-term sustainable growth.
- 2) Contracting Organizations (ADOs) in each Community or Regional Area Must Be "broadly representative of community and economic interests... capable of identifying key problems... and mobilizing broad support for recommended initiatives."

The code lists key players as:

- local governments
- chambers of commerce
- workforce development councils
- port districts
- labor groups
- institutions of higher education
- community action programs
- other appropriate private, public, or nonprofit community and economic development groups.

- 3) Best Practice Sharing: ADOs must meet and share best practices with other ADOs at least two times a year.
- 4) Resources and Services Provided to Local Businesses: ADOs shall provide direct assistance, including business planning, to companies throughout the county who need support to stay in business, expand, or relocate to Washington from out of state or other countries. Assistance must comply with business recruitment and retention protocols established in RCW 43.330.062.
- 5) Regional Planning: Support for regional economic research and regional planning efforts to implement target industry sector strategies and other economic development strategies including cluster-based strategies.
- 6) Reports to Commerce: ADOs report quarterly on activity outcomes; i.e., Business Retention and Expansion assistance; Business Recruitment, Entrepreneurial Business Start-ups, etc. They also provide information on how they coordinate and collaborate with other organizations and jurisdictions in their counties, as well as other significant accomplishments. Timelines for reporting are in each grant/contract.
- 7) Formal designation by County: The County's Board of Commissioners must formally designate an organization to serve as its ADO, providing Commerce with a signed statement of designation along with a certification of eligibility.

References

RCW 43.330.080

Coordination of community and economic development services — Contracts with county-designated associate development organizations — Scope of services — Business services training.

(1)(a) The department must contract with county-designated associate development organizations to increase the support for and coordination of community and economic development services in communities or regional areas. The contracting organizations in each community or regional area must:

- (i) Be broadly representative of community and economic interests;
- (ii) Be capable of identifying key economic and community development problems, developing appropriate solutions, and mobilizing broad support for recommended initiatives;
- (iii) Work closely with the department to carry out state-identified economic development priorities;
- (iv) Work with and include local governments, local chambers of commerce, workforce development councils, port districts, labor groups, institutions of higher education, community action programs, and other appropriate private, public, or nonprofit community and economic development groups; and
- (v) Meet and share best practices with other associate development organizations at least two times each year.

(b) The scope of services delivered under the contracts required in (a) of this subsection must include two broad areas of work:

(i) Direct assistance, including business planning, to companies throughout the county who need support to stay in business, expand, or relocate to Washington from out of state or other countries. Assistance must comply with business recruitment and retention protocols established in RCW 43.330.062, and includes:

(A) Working with the appropriate partners throughout the county including, but not limited to, local governments, workforce development councils, port districts, community and technical colleges and higher education institutions, export assistance providers, impact Washington, the Washington state quality award council, small business assistance programs, innovation partnership zones, and other federal, state, and local programs to facilitate the alignment of planning efforts and the seamless delivery of business support services within the entire county;

(B) Providing information on state and local permitting processes, tax issues, export assistance, and other essential information for operating, expanding, or locating a business in Washington;

(C) Marketing Washington and local areas as excellent locations to expand or relocate a business and positioning Washington as a globally competitive place to grow business, which may include developing and executing regional plans to attract companies from out of state;

(D) Working with businesses on site location and selection assistance;

(E) Providing business retention and expansion services throughout the county. Such services must include, but are not limited to, business outreach and monitoring efforts to identify and address challenges and opportunities faced by businesses, assistance to trade impacted businesses in applying for grants from the

federal trade adjustment assistance for firms program, and the provision of information to businesses on:

- (I) Resources available for microenterprise development;
 - (II) Resources available on the revitalization of commercial districts; and
 - (III) The opportunity to maintain jobs through shared work programs authorized under chapter 50.60 RCW;
- (F) Participating in economic development system-wide discussions regarding gaps in business start-up assistance in Washington;
- (G) Providing or facilitating the provision of export assistance through workshops or one-on-one assistance; and
- (H) Using a web-based information system to track data on business recruitment, retention, expansion, and trade; and
- (ii) Support for regional economic research and regional planning efforts to implement target industry sector strategies and other economic development strategies, including cluster-based strategies. Research and planning efforts should support increased living standards and increased foreign direct investment, and be aligned with the statewide economic development strategy. Regional associate development organizations retain their independence to address local concerns and goals. Activities include:
- (A) Participating in regional planning efforts with workforce development councils involving coordinated strategies around workforce development and economic development policies and programs. Coordinated planning efforts must include, but not be limited to, assistance to industry clusters in the region;
 - (B) Participating with the state board for community and technical colleges as created in RCW 28B.50.050, and any community and technical colleges in the coordination of the job skills training program and the customized training program within its region;
 - (C) Collecting and reporting data as specified by the contract with the department for statewide systemic analysis. In cooperation with other local, regional, and state planning efforts, contracting organizations may provide insight into the needs of target industry clusters, business expansion plans, early detection of potential relocations or layoffs, training needs, and other appropriate economic information;
 - (D) In conjunction with other governmental jurisdictions and institutions, participating in the development of a countywide economic development plan.
- (2) The department must provide business services training to the contracting organizations, including but not limited to:
- (a) Training in the fundamentals of export assistance and the services available from private and public export assistance providers in the state; and
 - (b) Training in the provision of business retention and expansion services as required by subsection (1)(b)(i)(E) of this section.

[2014 c 112 § 111; 2012 c 195 § 1; 2011 c 286 § 2; 2009 c 151 § 10; 2007 c 249 § 2; 1997 c 60 § 1; 1993 c 280 § 11.]

Notes:

Findings -- Intent -- 2007 c 249: "The legislature finds that economic development success requires coordinated state and local efforts. The legislature further finds that economic development happens at the local level. County-designated associate development organizations serve as a networking tool and resource hub for business retention, expansion, and relocation in Washington. Economic development success requires an adequately funded and coordinated state effort and an adequately funded and coordinated local effort. The legislature intends to bolster the partnership between state and local economic development efforts, provide increased funding for local economic development services, and increase local economic development service effectiveness, efficiency, and outcomes." [2007 c 249 § 1.]

RCW 43.330.082**Contracting associate development organizations — Performance measures and summary of best practices — Remediation plans — Report**

1)(a) Contracting associate development organizations must provide the department with measures of their performance and a summary of best practices shared and implemented by the contracting organizations. Annual reports must include the following information to show the contracting organization's impact on employment and overall changes in employment: Current employment and economic information for the community or regional area produced by the employment security department; the net change from the previous year's employment and economic information using data produced by the employment security department; other relevant information on the community or regional area; the amount of funds received by the contracting organization through its contract with the department; the amount of funds received by the contracting organization through all sources; and the contracting organization's impact on employment through all funding sources. Annual reports may include the impact of the contracting organization on wages, exports, tax revenue, small business creation, foreign direct investment, business relocations, expansions, terminations, and capital investment. Data must be input into a common web-based business information system managed by the department. Specific measures, data standards, and data definitions must be developed in the contracting process between the department and the contracting organization every two years. Except as provided in (b) of this subsection, performance measures should be consistent across regions to allow for statewide evaluation.

(b) In addition to the measures required in (a) of this subsection, contracting associate development organizations in counties with a population greater than one million five hundred thousand persons must include the following measures in reports to the department:

(i) The number of small businesses that received retention and expansion services, and the outcome of those services;

(ii) The number of businesses located outside of the boundaries of the largest city within the contracting associate development organization's region that received recruitment, retention, and expansion services, and the outcome of those services.

(2)(a) The department and contracting associate development organizations must agree upon specific target levels for the performance measures in subsection (1) of this section. Comparison of agreed thresholds and actual performance must occur annually.

(b) Contracting organizations that fail to achieve the agreed performance targets in more than one-half of the agreed measures must develop remediation plans to address performance gaps. The remediation plans

must include revised performance thresholds specifically chosen to provide evidence of progress in making the identified service changes.

(c) Contracts and state funding must be terminated for one year for organizations that fail to achieve the agreed upon progress toward improved performance defined under (b) of this subsection. During the year in which termination for nonperformance is in effect, organizations must review alternative delivery strategies to include reorganization of the contracting organization, merging of previous efforts with existing regional partners, and other specific steps toward improved performance. At the end of the period of termination, the department may contract with the associate development organization or its successor as it deems appropriate.

(3) The department must submit a final report to the legislature by December 31st of each even-numbered year on the performance results of the contracts with associate development organizations.

[2014 c 112 § 112; 2012 c 195 § 2; 2011 c 286 § 3; 2009 c 518 § 15; 2007 c 249 § 3.]

Notes:

Findings -- Intent -- 2007 c 249: See note following RCW 43.330.080.



AGENDA ITEM SUMMARY

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

11
3/29/21

Department: BOCC

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:

Peninsula Housing Authority (PHA) is working on a re-habilitation deal for 218 existing units in Port Angeles which we are calling Public Plaza. The project is comprised of 4 scattered sites currently serving low income households and will continue to serve low income households when complete. As part of the financing needed for re-hab, the PHA is seeking Low Income Housing Tax Credits and Private placement Bonds. Attached is a resolution for consideration by the Board of Commissioners.

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?)
Discussion and approval of a resolution regarding Peninsula Housing Authority.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Peninsula Housing Authority – Sarah Martinez

Relevant Departments: Board of Commissioners

Date submitted: 3-23-21

* 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)



RESOLUTION _____, 2021

A RESOLUTION APPROVING THE ISSUANCE OF REVENUE
OBLIGATIONS BY PENINSULA HOUSING AUTHORITY IN THE PRINCIPAL
AMOUNT OF NOT TO EXCEED \$27,200,000, TO FINANCE THE
ACQUISITION, REHABILITATION AND EQUIPPING OF FOUR
MULTIFAMILY HOUSING COMPLEXES TO PROVIDE HOUSING FOR LOW-
INCOME PERSONS IN CLALLAM COUNTY, WASHINGTON

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Clallam County, Washington (the "County"), is a county duly organized and existing under and virtue of the Constitution and laws of the State of Washington (the "State");
2. As provided in RCW 35.82.310, the Board of County Commissioners of the County, together with the governing bodies of Jefferson County, Washington and the City of Port Townsend, Washington, authorized the creation of Peninsula Housing Authority pursuant to Joint Resolution of the Governing bodies of Clallam County (Resolution 96, 2010), Jefferson County (Resolution 48-10) and City of Port Townsend (Resolution 10-37) adopted on December 7, 2010;
3. RCW 35.82.020(11) and 35.82.130 together provide that a housing authority may issue bonds, notes or other obligations for any of its corporate purposes;
4. RCW 35.82.070(18) provides that a housing authority may, among other things and if certain conditions are met, "make . . . loans for the acquisition, construction, reconstruction, rehabilitation, improvement, leasing, or refinancing of land, buildings, or developments for housing for persons of low income";
5. The Authority has advised the County that the Authority intends to issue certain obligations (the "Obligations") in the maximum aggregate principal amount of \$27,200,000 pursuant to chapter 35.82 RCW and a plan of financing (the "Plan of Financing") with respect to the acquisition, rehabilitation and equipping of four multifamily housing complexes (collectively, the "Projects") that will be owned for federal tax purposes by Public Plaza LLLP (the "Borrower"), a Washington limited liability limited partnership of which the Authority is the sole general partner;
6. The Authority also has advised the County that the proceeds of the Obligations will be used to make one or more loans to the Borrower to finance the costs of the Projects, and that the Authority intends that the interest on the Obligations be eligible for exclusion from gross income for federal income tax purposes pursuant to Sections 103 and 142 of the Internal Revenue Code of 1986, as amended (the "Code");
7. Section 147(f)(2) of the Code and related Treasury Regulations provide that one of the eligibility requirements for such exemption of interest on the Obligations for federal income tax purposes is approval of the Obligation by the governmental unit under the auspices of which the Authority was creating, which includes the County, and a governmental unit having jurisdiction over the area in which the Projects are located, which also includes the County;
8. The Authority has advised the County that, following timely notice thereof being posted on the Authority's primary public website in the space customarily used by the Authority to give notice of public hearings, a telephonic public hearing was held on March 5, 2021, on the proposed issuance of the Obligations pursuant to the Plan of Financing for the Projects, in accordance with the requirements of Section 147(f) of the Code and Internal Revenue Service Revenue Procedures 2020-21 and 2020-49;

9. The Authority has provided the County with a written summary of any public testimony and any written comments received at such public hearing;
10. The proposed Obligations, Plan of Financing, and Projects are further described below:

Portfolio Name: Public Plaza Scattered Site (comprised of the four separate Projects listed below)
Maximum Aggregate Total Principal Amount of Obligations: \$27,200,000
Projects Portfolio Principal User: Public Plaza LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner

Lee Plaza Project
Project Description: Acquisition, rehabilitation and equipping of an approximately 48-unit multifamily housing complex currently known as Lee Plaza
Project Location: 112 West 1st Street, Port Angeles, Washington 98362
Maximum Principal Amount of Obligations: \$5,400,000

Mt. Angeles View Villa Project
Project Description: Acquisition, rehabilitation and equipping of an approximately 40-unit multifamily housing complex currently known as Mt. Angeles View Villa
Project Location: 401 East 5th Street, Port Angeles, Washington 98362
Maximum Principal Amount of Obligations: \$5,000,000

Mt. Angeles View Terrace Project
Project Description: Acquisition, rehabilitation and equipping of an approximately 60-unit multifamily housing complex currently known as Mt. Angeles View Terrace
Project Location: 114 East 6th Street, Port Angeles, Washington 98362
Maximum Principal Amount of Obligations: \$8,000,000

Mt. Angeles View Manor Project
Project Description: Acquisition, rehabilitation and equipping of an approximately 70-unit multifamily housing complex currently known as Mt. Angeles View Manor
Project Location: 323 East Second Street, Port Angeles, Washington 98362
Maximum Principal Amount of Obligations: \$8,800,000

11. The Authority has advised the County that the Obligations to be issued by the Authority for the Projects pursuant to the Plan of Financing (a) may consist of a line of credit and/or one or more issues (including refunding issues) of revenue bond anticipation notes to provide interim financing

for the Projects and one or more issues (including refunding issues) of long-term revenue bonds to provide permanent financing for the Projects; (b) will be issued in accordance with a schedule such that the first issue of Obligations for the Projects will be issued no later than one year after the date of this approval and any subsequent issue for the Projects will be issued no later than three years after the issue date of the first such issue for the Projects; (c) will not exceed a maximum aggregate principal amount of \$27,200,000; and (d) in calculating the maximum aggregate principal amount of Obligations issued for the Projects pursuant to the Plan of Financing, the principal amount of any issue of Obligations used to currently refund a prior issue of Obligations will be disregarded to the extent that the principal amount of such refunding issue does not exceed the outstanding principal amount of such prior issue;

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

1. The County approves the Plan of Financing for the Projects, and each issue of Obligations that is timely issued by the Authority for the Projects in accordance with the Plan of Financing, the proceeds of which Obligations will be used to make one or more loans to the Borrower. This approval is intended to comply with the requirements of Section 147(f) of the Code in order to permit the issuance of the Obligations.
2. This approval is not intended to imply that the County is under any obligation to repay the Obligations. In so approving the issuance of Obligations, the Board of County Commissioners does not assume any responsibility with respect to any payments due thereunder. The County is not obligated to pay the principal of or the interest on the Obligations; no tax funds or governmental revenue of the County may be used to pay the principal of or the interest on the Obligations; the Obligations do not directly or indirectly constitute a debt or liability of the County; and neither the faith and credit nor the taxing power of the County is pledged to the payment of such principal or interest.
3. This approval is not intended to serve as any land use, permit, occupancy, zoning or other approval for the Projects not expressly set forth in this resolution.
4. This resolution shall take effect immediately upon its passage and approval.

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

CERTIFICATE

I, the undersigned, Clerk of the Board of Commissioners of Clallam County, Washington (the "County") and keeper of the records of the Board of Commissioners of the County (the "Board"), DO HEREBY CERTIFY:

1. That the attached Resolution No. _____ (the "Resolution") is a true and correct copy of the resolution of the Board as adopted at a regular meeting of the Board held _____, 2021 (the "Meeting"), and duly recorded in the minute books of the County.

2. That in accordance with RCW 43.06.220, and the Proclamations of the Governor of the State of Washington, as extended by the leadership of the Washington State Senate and House of Representatives (a) [the Meeting was not conducted in person], (b) one or more options were provided for the public to attend the Meeting remotely, including by telephonic access, and (c) the means of attending the Meeting provided the ability for all persons attending the Meeting to hear each other at the same time.

3. The public was notified of access options for remote participation in the Meeting via _____.

3. The Meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of the Meeting was given; that a quorum was present throughout the Meeting through telephonic and/or internet means of remote access, and a majority of the members of the Board of Commissioners of the County present at the Meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County this ____ day of _____, 2021.

Clerk of the Board



12
3/29/21

AGENDA ITEM SUMMARY

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

Department: BOCC

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:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Policy Working Group met to review and recommend changes to Policy 952 – Boards and Committees.

Requesting a briefing and call for hearing on a Resolution regarding proposed changes to Policy 952 – Boards and Committees.

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?)

Requesting a briefing and call for hearing on a Resolution regarding proposed changes to Policy 952 – Boards and Committees.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Policy Working Group – Board of Commissioners, Prosecuting Attorney's Office

Relevant Departments: All Departments

Date submitted: March 22, 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)

PUBLIC HEARING

Amending Clallam County Policy 952 – Boards and Committees

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners will conduct a public hearing on Tuesday, April 20, 2021 at 10:30 a.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 consider the policy listed above. All proposed changes are available on the County website www.clallam.net or a free copy can be mailed to you upon request.

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

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

FORMAL IDENTIFICATION: Policy 952 – Boards and Committees

SUMMARY OF PROPOSED CHANGES

The changes to this policy include numerous substantive changes, formatting changes, and corrections of typographical errors.

To review the specific changes, please visit the Clallam County website or request a copy be sent to you via mail.

Publish: April 9, 2021
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board



RESOLUTION _____, 2021

ADOPTING AMENDMENTS TO
POLICY 952 – Boards and Committees

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Formal policies and procedures were developed and implemented in 2004 to ensure accountability in government and consistency of process.
2. Periodic updates are required as government rules and regulations change as well as current practices.
3. The proposed amendments to the policy were posted on the Intranet to allow staff time to review and comment. Prosecuting Attorney's Office reviewed the policy amendments.
4. A public hearing was held April 20, 2021 to solicit testimony.

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

1. The amendments to Policy 952 – Boards and Committees are adopted for inclusion in the Clallam County Administrative Policy Manual.

PASSED AND ADOPTED this twentieth day of April, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

BOARDS AND COMMITTEES

Policy and Procedure 952

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BOARDS AND COMMITTEES

.1 PURPOSE

Advisory Boards, Commissions, and Committees exist for the primary purpose of gathering information and presenting options and recommendations for legislative consideration to the Clallam County Board of Commissioners. Advisory Boards, Commissions, and Committees are created under the authority of county ordinances or by resolution of the Board of Commissioners. Regulatory Boards exist for the primary purpose of providing regulatory, permitting or enforcement of state laws and regulations at the local level. Appeals Boards exist for the primary purpose of providing an impartial, quasi-judicial body to hear appeals, where provided by law, of the County's exercise of its taxing and police power authorities.

Individual advisory boards and committees, regulatory boards, and appellate boards possess neither independent official responsibility nor independent authority beyond that bestowed by law, and serve only in such capacity as provided by ordinance or resolution of the Board of Commissioners or as expressly provided at law.

.2 AUTHORITY

This policy applies to all appointed advisory, regulatory, and appellate boards and committees, Clallam County offices/departments and to all County Officials and their employees.

.3 WHO APPOINTS

Members are appointed to various County boards and committees by resolution ~~and by a majority~~ of the Clallam County Board of Commissioners, or as expressly provided at law. Members ~~chosen by the Board~~ are appointed for a specific term of office.

.4 APPOINTMENT PROCEDURES FOR ~~ADVISORY~~ BOARDS AND COMMITTEES

Many ~~advisory~~ boards and committees contain a combination of members chosen by the Board of Commissioners and members recommended by other jurisdictions and/or organizations. Appointment ~~of~~ members representing other agencies or jurisdictions will be confirmed by resolution of the Board. ~~Candidates for some boards and committees may be screened for criminal background.~~ For members chosen by the Board of Commissioners, the following appointment processes apply.

DRAFT

4.1 Methods of Appointment

Except where expressly provided for by state law or regulation, when a vacancy on a board or committee occurs, an interested party shall request an application from ~~the Commissioners' Office~~ Human Resources. Applications are available ~~as a PDF document~~ on the County's ~~internet website~~ —(www.clallam.net) ~~on the Boards & Committees page~~.

If the Board or Committee is assigned to a County Department other than BOCC for administrative support, that Department shall conduct an initial review of the applications received and make a recommendation for appointment to the BOCC. A list of Department Assignments can be found in Appendix A. The Department should provide the BOCC with information relating to why the individual applicant was chosen for appointment. Upon receipt of the recommendation from the Department, the BOCC may accept the recommendation or may utilize the methods of appointment described below.

The Board of Commissioners has several options for appointing members to boards and committees or for replacing a member when a vacancy occurs. Any of these methods may be used at the discretion of the Board of Commissioners, as vacancies occur.

- Appointment by Interview – The Board of Commissioners may review the applications for a vacancy and request interviews with the applicants in order to confirm qualifications and suitability for a specific appointment. This is the BOCC's preferred method of selection of candidates for the Planning Commission, for quasi-judicial bodies, and for all Boards and Committees handling funding determinations, including the Board of Equalization, the Lodging Tax Advisory Committee, the Heritage Advisory Board, and the Conservation Futures Program Advisory Board.
- Appointment by Application Review – The Board of Commissioners may review the applications for a vacancy and make an appointment from the available applicants.
- Review and Recommendation by Others - The Board of Commissioners may request that a County Official or another board or committee review applications

and/or interview candidates and make a recommendation to the Board for appointment.

- Applicants who are chosen to serve on a Board or Committee will undergo a criminal history search prior to being appointed by the BOCC.

4.2 Members Representing Other Jurisdictions or Organizations

Members representing other jurisdictions or organizations must submit an application to Human Resources that contains basic information such as emergency contact information. The County will not run a criminal history check on members who have been selected by other jurisdictions or organizations as these individuals have already been vetted by the jurisdictions or organizations that they represent. The BOCC will confirm the appointment of these members by Resolution.

The County is not required to advertise for vacancies which must be filled by a representative of another jurisdiction or organization. These vacancies should be filled by direct contact with the other jurisdiction or organization. The Assigned Department is responsible for making contact with the other jurisdiction or organization. A list of Assigned Departments is available in Appendix A.

4.23 Filling Mid-Term Vacancies

Should a mid-term vacancy occur on a board or committee for any reason, written notice of the vacancy must be provided to the BOCC. The Board of Commissioners may appoint a replacement member to complete the remainder of the term. If applications for the original appointment are less than one year old, the Board of Commissioners may appoint a replacement from the original pool of applicants without advertising or soliciting new applications.

If there is no existing applicant pool available or if the Commissioners wish to seek additional applications, the mid-term vacancy should be advertised.

If less than one year remains for the term of the vacant position, the Commissioners may appoint the replacement to fill the remaining time left on the term or to appoint the replacement to fill both the remaining time left on the term and also the entirety of the next full term.

4.34 Vacancies to Be Advertised

BOCC will advertise quarterly for vacancies for expiring terms. The advertisement will run for at least three weeks before the application deadline for expiring terms.

The advertisement ~~Except as above, when a vacancy on a board or committee occurs, the vacancy~~ shall be published in the Official County Newspaper by means of a press release naming the type of vacancy, where to pick up an application, and the closing date for accepting applications. ~~Applications may be accepted between application periods and held until the next vacancy occurs.~~

~~The notice should be made at least six weeks in advance of the end of the term and the application period should remain open for a minimum of two weeks. When an incumbent's term expires, they will be notified and given the opportunity to indicate their desire to be re-appointed.~~

Commissioners, existing board and committee members, the assigned department, and others are encouraged to solicit citizens, who they believe would serve the County well, to apply for vacancies. The Assigned Department may also run additional advertisements and conduct additional recruitment activities. -If no applications are received by the expiration of the application period, or if applicants fail to receive majority support of the Board, the Commissioners may solicit individuals to serve and may appoint members without another open application period.

4.45 Incumbent Must Reapply

Incumbent members of boards and committees desiring to serve another term must so indicate by submitting a written request confirming their desire for reappointment. No reappointments will be made automatically. When an incumbent's term expires, they will be notified by the Assigned Department and given the opportunity to indicate their desire to be re-appointed.

4.56 Terms/Appointments to be Staggered by Dates

Unless otherwise specified by ordinance or resolution, the term of appointment for all boards and committees shall be approximately three years with terms limits set by initiating ordinance or resolution. When possible, terms will be set to expire at year-end. In order to preserve continuity, terms may be set for varying lengths so that vacancies occur in staggered years. Terms may be adjusted as necessary to maintain staggered expiration dates.

~~.5~~ — APPOINTMENT PROCEDURES FOR REGULATORY AND APPELLATE BOARDS

~~Regulatory and appellate boards may contain a combination of members chosen by the Board of Commissioners and those recommended by public and private entities. Appointments to regulatory or appellate boards are generally prescribed under state law or regulation. Where appointment procedures are not set forth under state law or regulation, and when a vacancy on a board occurs, the processes and procedures for Advisory Boards and Committees in Section 4, above, shall be followed.~~

~~.65~~ REMOVAL OF MEMBERS

The Board of Commissioners may, by majority vote, remove any member of a County board, commission, or committee without cause. Members removed by the Board shall be notified. If the member represents another organization or government jurisdiction, that agency will also be notified of the member's removal.

Boards and Committees may also remove members as set forth in their own bylaws.

~~.76~~ ASSIGNMENT OF STAFF SUPPORT FOR ESTABLISHED BOARDS AND COMMITTEES

Clallam County has a number of established boards and committees assigned to departments. When boards or committees deal primarily with issues of a single department, they are typically assigned to that department. These boards and committees are listed in Appendix A.

County Officials are responsible to provide liaison, leadership, facilitation, records management, and/or administrative support to the boards and committees assigned to them. In addition, departments will keep a current roster of members, their contact information, and their terms,

and will keep the Board of Commissioners advised of changes or vacancies. Assigned Departments will also ensure that their Boards and Committees have received training on the Public Records Act and the Open Public Meetings Act.

.87 OPERATIONAL PROCEDURES AND COMMITTEE MEMBER RESPONSIBILITIES

To promote transparency and to ensure compliance with the Open Public Meetings Act, Boards and Committees are encouraged to use the BOCC meeting room and to live stream meetings on the internet whenever possible. When meetings are held offsite or cannot be live streamed, Boards and Committees are encouraged to record the meeting using Soniclear.

The role of committee members, operation responsibilities and procedures, and policies regarding laws affecting committee activities and transactions are contained in Appendix B.

.98 PROCEDURE FOR ESTABLISHING OR DISSOLVING AN NEW ADVISORY BOARD OR COMMITTEE

New Advisory boards or committees may be established in two ways.

98.1 Establishment By Proposal of Citizens or County Departments

Proposals for establishing new boards or committees will be submitted to the Board of Commissioners for consideration. If approved, the originating department will work with the Commissioners' office to prepare a resolution or ordinance establishing the new board or committee and submit it to the Board of Commissioners for approval. Upon approval, the Commissioners' office will advertise for applicants for the new board or committee.

98.2 Establishment By Board of Commissioners' Action

The Board may propose the formation a new board or committee and assign it to a department for further development. Staff in the Commissioners' office will prepare a resolution establishing the new board or committee and advertise for applicants.

8.3 Dissolution

The Board may dissolve any advisory committee by resolution so long as the existence of the Board or Committee is not otherwise required by law.

DRAFT

APPENDIX A

DEPARTMENT ASSIGNMENTS

The following Departments and Offices are responsible for assisting and maintaining the advisory, appellate, or regulatory boards and committees listed below:

(A) PARKS, FAIR, AND FACILITIES

Fair Advisory Board
Park and Recreation Advisory Board

(B) DEPARTMENT OF COMMUNITY DEVELOPMENT

Building Code Board of Appeals [governed by Ch. 19.27 RCW]
Carlsborg Community Advisory Council
Marine Resources Committee
North Pacific Coast Marine Resources Committee
Permit Advisory Board
Planning Commission [governed by Ch. 36.70 RCW]

(C) DEPARTMENT OF HEALTH AND HUMAN SERVICES

Board of Health [governed by Ch. 70.95 RCW]
~~Chemical Dependency/Mental Health Program Fund Advisory Board~~
~~Behavioral Health Advisory Board~~
~~Public Health Advisory Committee~~
Developmental Disabilities Advisory Committee
Homelessness Task Force

(D) SHERIFF'S DEPARTMENT

~~Animal Issues Advisory Committee~~
Sheriff's Citizen's Advisory Committee

(E) HUMAN RESOURCES

Civil Service Commission [governed by Ch. 41.14 RCW]

(F) ASSESSOR'S OFFICE

Agricultural Commission [governed by Ch. 84.34 RCW]
~~Board of Equalization [governed by Ch. 84.48 RCW]~~

(G) BOARD OF COMMISSIONERS

Boundary Review Board [governed by Ch. 36.93 RCW]

[Board of Equalization \[governed by Ch. 84.48 RCW\]](#)

Clallam Bay/Seki Community Action Team

[Conservation Futures Program Advisory Board](#)

Crescent Community Advisory Council

Heritage Advisory Board

[Law Library Board](#)

Lodging Tax Advisory Committee

North Olympic Library System Board of Trustees

[Noxious Weed Control Board \[governed by Ch. 17.10 RCW\]](#)

Olympic Area Agency on Aging

Opportunity Fund Board

Peninsula Housing Authority [governed by Ch. 35.82 RCW]

Port Crescent Pioneer Cemetery Board

Clallam County Veterans' Association [governed by Ch. 73.08 RCW]

(H) PUBLIC WORKS

Clallam Bay/Seki Sewer Community Advisory Board

Solid Waste Advisory Committee

Trails Advisory Committee

(I) [WSU Extension](#)

[Lake Sutherland Steering Committee](#)

[Noxious Weed Control Board \[governed by Ch. 17.10 RCW\]](#)

APPENDIX B

THE ROLE OF A BOARD MEMBER AND RESOURCES AVAILABLE

CITIZEN PARTICIPATION THROUGH BOARDS AND COMMITTEES

The citizens of Clallam County have enjoyed a long tradition of participation in County government. Through representation on boards and committees, Washington residents are offered an important avenue to help create effective and equitable laws and policies. Citizen involvement contributes to the success of government and to the overall quality of life.

Citizen participation works at all levels of County government and covers a broad range of issues, such as education, the environment, growth management, health care, social services, economic development, and transportation. Some committees appointed by the Board of Commissioners shape policy for County agencies and departments, others prepare regulations governing specific program areas, and some serve solely in an advisory capacity.

In selecting members, the Board of Commissioners strives to bring a balance of experience and education as well as geographic, gender, and ethnic diversity. This helps ensure that decisions reached and services rendered more adequately reflect the wants and needs of all populations being served.

Clallam County's system of boards and committees is fundamental to encouraging the use of citizen talent and interest in affairs of the county, keeping government innovative and responsive, and improving the overall performance of county government.

TYPES OF BOARDS AND COMMITTEES

Boards and committees are created by state laws and rules, the Clallam County Charter, ordinance, or by resolution of the Board of Commissioners.

Each committee or board is unique in its purpose, mission, authority, and role. It is especially important that members be familiar with the governing statutes or other authorizing documents so they understand the legal framework within which the committee or board will operate. Copies of governing statutes or authority may be obtained from the staff assigned to your committee or board. There are three main classes of local boards and committees:

Advisory Boards and Committees

The Board of Commissioners or County Officials may create these. The members serve as advisors on policy and/or operational matters to a department or to the Board of Commissioners. Advisory boards may study existing policy and/or operational procedures and make recommendations for changes or implementation. Advisory boards do not have authority to enforce policy or create rules, but their analysis and recommendations can play an important role in furthering the effective operation of County government. If specifically

authorized by the creating document, advisory committees may also be responsible for internal rule making in the area of their function. An example is the Fair Board which ~~makemakes~~ rules regarding fair operation and hears and decides appeals of vendors with grievances.

Regulatory Boards

These are statutory entities, whose boards are appointed by the Board of Commissioners, and perform rule-making and regulatory functions. In fulfilling these functions, the board may also operate as a permitting or enforcement agency. Examples of regulatory boards include the Board of Health and the Noxious Weed Control Board.

Appellate Boards

These are also statutory entities, whose boards are appointed by the Board of Commissioners, and perform appellate or review actions involving County decisions under its taxing, public employment, and the police power authority. As an appeals body, these boards hear individual cases or controversies, and rule upon them. Such rulings may be subject to further local appeal to the Board of Commissioner and appeal to the state courts. Examples of appellate boards include the Building Code Board of Appeals, the Civil Service Commission, and the Board of Equalization.

THE ADVISORY ROLE

Members of advisory boards and committees provide an important link between the public and County departments, the County Administrator, and the Board of Commissioners. The information that members provide about community needs and opinions can have a profound effect on County policies and lead to improved service. Advisory committee members play a very special role in creating recommendations on important societal and governmental issues.

If you are appointed as a member of an advisory committee, you will be expected to:

- Interpret community opinions, attitudes, and needs to departments, the County Administrator, and the Board of Commissioners.
- Study programs and services, and analyze problems and needs. Offer new proposals and recommend changes in programs, policies, and standards.
- Provide the public with information and interpretation of department and County policies, programs, and budgets.
- Advisory committees' support and counsel department and commissioner staff. They make important recommendations about policy. Most advisory committees, however, do not create or administer policy, programs, or services, unless this power is granted to them by their authorizing document.

- When presenting recommendations to any department, the County Administrator, or the Board of Commissioners, it is essential that committee members keep the following in mind:
 - All recommendations should be in written form.
 - All ideas should be expressed in clear and concise language.
 - Proposed solutions should be viable and cost-effective.
 - Recommendations should identify the reasons for the changes suggested.
 - The advice should reflect a consensus or a majority of the committee members.

ABOUT POLICY-MAKING

As a committee member, it is your responsibility to be knowledgeable about committee policies and changes. It is important that you understand the fundamental meaning and characteristics of policy.

Policy is a written statement intended to be a guiding principle defining an organization's intent and direction. Policy should be set forth in broad terms so that it may remain applicable and usable for a long time. It should not be so detailed that it dictates how, when, or where things must be done. Policy may be amended, rewritten, or abolished. Policy should be reviewed periodically to ensure that it remains appropriate. Policy should be stated clearly, timely and concisely.

Committee interpretative policy statements should be made available to the public in compliance with the Administrative Procedure Act, RCW 34.05.230, Clallam County administrative policies, or the statutes authorizing your committee or board. Policy-making and legal interpretations of regulations are most applicable to regulatory and appellate bodies.
Rule Making

Advisory committees may engage in rule making *only* if the Board of Commissioners has specifically delegated that authority in the committee's enabling document. Regulatory and appellate bodies may have authority to engage in rule making under the statutes authorizing the committee or board. Local rules are generally created to provide interpretative support for a County ordinance or to implement state regulations at the County level. A committee or board may not pass rules that go beyond the scope of its authority.

A rule is any agency order, directive, or regulation of general applicability. It may set forth standards and expectations in general terms or may deal specifically with day-to-day objectives. A rule, rather than a policy, is adopted when the subject matter affects the public or another agency of government, or when an ordinance directs that a rule be adopted.

Once adopted, a rule has the force of law, and all people or entities to which the rule applies must adhere to it. Failure to adhere to the rule may subject a person to a penalty or administrative sanction.

LEGAL GUIDELINES

In developing rules, the board or committee should keep the following guidelines in mind:

- The board or committee must have authority by statute or ordinance to adopt the rules and may adopt only those rules supported by that authority.
- The board or committee may not adopt a rule that conflicts with law or the constitution.
- Legal counsel from the Prosecuting Attorney's Office (or legal counsel as provided by state law) should approve all proposed rules.
- The committee must give notice to the public regarding the intent to adopt the proposed rule and adopt rules at a public meeting.
- Rules must reflect a consensus or a majority of members of the committee.
- The committee may be required to take into account the economic impact of the proposed rule on consumers, businesses, industries, occupations, and others who may be affected.

BEING AN EFFECTIVE COMMITTEE MEMBER

Clallam County's boards and committees vary in size and complexity. Because committee members are in a critical position to shape and influence County decisions and actions, it is important that each member keeps informed and up-to-date on issues, legislative activity, resolutions, and laws affecting their committee.

ATTENDANCE

A board or committee member may forfeit their position due to poor attendance. Regular attendance is essential so that decisions may more truly represent the opinions of the committee as a whole. In addition, regular attendance enables board and committee members to keep abreast of committee concerns and helps ensure that issues are examined from a variety of perspectives. The bylaws of your committee should define attendance requirements.

PREPARATION

Adequate preparation is another requisite for effective membership on the committee. Your committee's staff members will provide reports, proposals, and other information to help you make informed decisions. Do not hesitate to request any additional information you need in order to make thoughtful and appropriate decisions.

EFFECTIVE COMMITTEE MEMBERS:

- Attend all committee meetings.
- Are well prepared for meetings.
- Recognize that serving the public interest is the top priority.
- Recognize that the committee must operate in an open and public manner.
- Are knowledgeable about the legislative process and issues affecting the committee.
- Are respectful of differing opinions.
- Examine all available evidence before making a judgment.
- Communicate well, and actively participate in group discussions.
- Are aware that authority to act is granted to the committee as a whole, not to individual members.
- Possess a willingness to work with the group in making decisions.
- Recognize that compromise may be necessary in order to reach group consensus.
- Do not let personal feelings toward other committee members or staff interfere with their judgment.

BOARD AND COMMITTEE STAFF MEMBERS

Some committees have dedicated employees to perform administrative tasks. There are, however, a number of County committees that work within a department or have access for advice from the department. If a committee works within a specific department, certain central support services are available to the committee, consistent with staffing capacity.

STAFF FUNCTIONS

The primary function of County staff assigned to a board or committee is to provide administrative support. In addition, staff members may notify board or committee members of pertinent issues and legislative activity by the Board of Commissioners, the state, or the federal government. They may assist in arranging meetings, preparing meeting materials, compiling background information, and conducting research. Department staff members serve as an

important link and coordinator with other committees and departments, the Prosecuting Attorney, the Board of Commissioners, and the public.

County staff members are a valuable resource for committee members. Staff support can enhance the productivity and effectiveness of a committee. Committee members should not hesitate to ask for help in carrying out their responsibilities in accordance with guidance set forth in bylaws and policy.

OFFICE OF THE PROSECUTING ATTORNEY

The Prosecuting Attorney is the chief legal officer for the County, elected for a term of four years. The Prosecuting Attorney is statutorily responsible for providing a broad range of legal services to County officials and others. Depending upon the statutes authorizing your committee or board, the Prosecuting Attorney may provide you with legal advice.

LEGAL COUNSEL

The Prosecuting Attorney serves as legal counsel to the Board of Commissioners, County Officials, staff, and advisory boards and committees. Depending upon the statutes authorizing your committee or board, the Prosecuting Attorney may serve as legal counsel to your committee or board. The Prosecuting Attorney advises and represents County departments and their employees as they fulfill their official duties, issues legal opinions, and defends County Officials and employees for actions performed in their official capacities and in good faith.

WHEN TO INVOLVE THE PROSECUTING ATTORNEY

The Prosecuting Attorney can provide valuable information and advice regarding statutes, ordinances, and legal issues. A committee or board that follows the advice of the Prosecuting Attorney reduces the risk of liability and is far less likely to find itself involved in legal problems. Committee members may request the following kinds of information from the Prosecuting Attorney:

- Assurance that committee decisions and actions generally fall within statutory authority.
- Questions about conflict of interest.
- Review of proposed regulations and revisions, and the drafting of such documents in legally correct language.
- General legal advice about committee actions and activities, and rule making and interpretations.

COMMITTEE BUDGETS

Committee members should be aware that, for most boards and committees, the cost of doing committee business is funded through the County department providing administrative support.

| County budgets are limited and expenditures must be coordinated with the County staff assigned to the board or committee.

DRAFT

Laws Affecting Board and Committee Activities

RESTRICTIONS AND REQUIREMENTS

As a Board of Commissioners' appointee, you should be aware of certain restrictions and requirements that may affect you during your tenure as a committee member.

- Committee members must be familiar with and operate within the governing statutes and bylaws; and County, state and federal laws at all times.
- To ensure accountability, all applicable policies and procedures adopted by the committee should be in written form.
- No committee member may make unilateral decisions or take action without the consent of the committee as a whole.
- At professional gatherings, individual committee members must use discretion to avoid the appearance of speaking for the committee, unless specifically authorized to do so.
- Committee members must keep in mind that their mission is to serve the public, and that it is inappropriate to use committee membership to create a personal platform.
- Members are restricted by RCW 42.52.130, 140, 150, and 42.18.230 from accepting or soliciting anything of economic value as a gift, gratuity, or favor if it is given only because the member holds a responsible position with the County.
- Questions about committee issues should be directed to the chair of the board or committee or the County staff who support it. They will see that all board or committee members receive full information by the next regular meeting.
- Details of committee investigations, personnel files, or business discussed at closed executive sessions should not be disclosed unless they are part of the public record.

OPEN PUBLIC MEETINGS ACT

NOTIFICATION OF MEETINGS

The Open Public Meetings Act requires that all meetings of the governing body of a public agency, as well as other meetings regarding policies affecting the public, be open to the public. In addition, the public must be notified of such meetings in a timely manner.

CONFIDENTIAL TRANSACTIONS

Exceptions to the Open Public Meetings Act include confidential subjects such as personnel matters and real estate transactions, which may be dealt with in "executive sessions." For most boards and committees, executive sessions should be rare.

PUBLIC DISCLOSURE

The minutes of all regular meetings must be recorded and made available for public inspection. The Open Public Meetings Act applies to most all boards and committees of the county. Regardless of whether the Act applies; all committees should be in compliance with open meeting requirements.

ACCESSIBILITY REQUIREMENTS

To afford members of the public who have disabilities an equal opportunity to participate, meetings subject to the Open Public Meetings Act shall be held in facilities that are wheelchair accessible.

REASONABLE ACCOMMODATION OF PERSONS WITH DISABILITIES

In addition to the Open Public Meetings Act, the Americans with Disabilities Act (ADA) sets criteria for accessibility and accommodation. Under the ADA, people who have disabilities have a right to an equal opportunity for effective participation in the activities of boards and committees, whether as appointed members or as members of the public. In the Courthouse, the Commissioners' Meeting Room, the Health and Human Services Conference Room, the Emergency Operations Center, and the courtrooms are among the wheelchair accessible locations.

ACCESSIBLE LOCATIONS AND COMMUNICATIONS

Meetings and other board or committee-sponsored activities should be held in wheelchair accessible locations. Auxiliary aids for effective communications should be provided upon request and are available in the Commissioners' Meeting Room.

Whenever possible, meetings, particularly those held after regular business hours, should be held in the Commissioners' Meeting Room in the Courthouse. The Commissioners' Meeting Room has direct after hours accessibility to the room without opening the entire Courthouse. The room has ADA-accessible restrooms. It is also equipped with a public address system, recording equipment, and equipment to assist the hearing impaired. The room is scheduled by Commissioner [staffStaff](#) at 360.417.2233 and must be pre-scheduled for use. The commissioner's staff can also answer questions regarding equipment use and assist if necessary.

MINUTES AND EVIDENCE

RCW 42.32.030 requires that minutes be taken at all regular and special business meetings, except executive sessions, of County boards, commissions, agencies, or authorities, which shall then be open to public inspection. Appellate boards must also provide for the recording appeal hearings, and for the indexing and preservation of exhibits and evidence offered at hearing.

ADMINISTRATIVE POLICIES

The county has adopted administrative policies, which may apply to boards and committees. Committee members should be familiar with the administrative policies of the County.

ETHICS AND THE APPEARANCE OF FAIRNESS

As a committee member, you are expected to uphold a high standard of ethics. It is *extremely* important that committee members avoid conflicts of interest, or even the *appearance* of conflicts of interest.

Clallam County Code Chapter 3.01 addresses ethics and provides that no county employee may use their position for personal services rendered during their term of county employment.

The code also prohibits committee members from engaging in actions that result in personal gain or benefit close relatives. The code allows dismissal as well as civil and criminal penalties when provisions of the code are violated. Members of regulatory and appellate boards are also subject to state laws regarding the conduct of public officials, and, more particularly, boards which render land use decisions are subject to the Appearance of Fairness Doctrine under Ch. 42.36 RCW.

All committee members should familiarize themselves with the Clallam County Code, Ethics, Chapter 3.01, and Title 42 RCW (Public officers and agencies). The Prosecuting Attorney can offer additional information or guidance.

Using a public position for private gain is improper and illegal. Similarly, actions benefiting close relatives are prohibited. The following are examples of conflicts of interest:

- Directing County contracts to a business in which one has a financial interest.
- Using confidential information for private investments.
- Accepting gifts or favors in exchange for certain regulatory rulings.
- Accepting gifts or favors in exchange for making certain purchases.
- Accepting favors for disclosure of confidential information.
- Engaging in outside employment, which assists non-governmental entities in their quests for county business.

Committee members can avoid conflict of interest problems by being aware of restrictions, adhering to such restrictions, using good judgment, and being fair and equitable in decision-making.

Board and Committee Transactions

BYLAWS

Every Advisory board and committee should have a set of bylaws to direct and clarify its actions, procedures, and organization. Bylaws are the guidelines by which a committee functions. Each board or committee may either develop its own set of bylaws or choose to adopt the meeting guidelines outlined below as their bylaws. [By contrast, every regulatory and appellate board should have a set of published policies and procedures, developed by that board or incorporated from state laws or regulations, which set forth its functions, processes, and actions.]

For advisory committees and boards, and according to *Robert's Rules of Order*, bylaws define the primary characteristics of an organization, prescribe how it should function, and include rules that are so important that they may not be changed without prior notice to members and formal vote and agreement by a majority of members. Ordinarily, bylaws may only be changed by a two-thirds majority.

If an advisory committee or board chooses to adopt its own meetings bylaws, they will generally include a number of articles, such as the following:

- Name of committee
- Mission statement
- Membership
- Officers
- Meetings
- Committees, subcommittees
- Parliamentary procedure - often including the name of the manual of parliamentary procedure the committee will follow.
- Amendment procedures for making changes in the bylaws.

Bylaws should include expectations as well as guidelines for members. Issues such as attendance, responsibilities, and discipline should be addressed in the bylaws. Committee members are expected to adhere to bylaws and all relevant statutes.

ADVISORY COMMITTEE AND BOARD MEETING GUIDELINES

QUORUM REQUIRED

If a quorum consisting of at least 50 percent of the committee's members is not present, any business transaction is null and void. The quorum protects against unrepresentative actions by a small number of individuals. In some cases, the governing law or document will establish what the quorum will be.

At meetings where a quorum is not present, the only actions that may be legally taken are to fix a time for adjournment, adjourn, recess, or take measures to obtain a quorum (such as contacting absent members).

OFFICERS AND MINUTES

At the first meeting of each calendar year, the committee shall elect a chair who shall preside at meetings. The committee may choose to either elect a vice-chair or the elected chair may appoint a vice-chair. The vice-chair shall preside in the absence of the chair and shall be responsible for, or cause the recording and distributing the minutes. Minutes of all meetings shall be forwarded to the assigned County department and/or the Board of Commissioners.

MEETINGS AND ORDER OF BUSINESS

For committees that meet on a regular basis, the chair shall set regular meeting dates as far ahead as practical. For committees that meet as needed or on an ad hoc basis, the chair shall notify all committee members of any meeting called to conduct business.

After the presiding officer has called the meeting to order, the committee will generally follow the order of business specified below:

- Reading and approving of minutes of previous meeting(s).
- Reports of officers and standing (permanent) committees.
- Reports of special (select or ad hoc) committees.
- Special orders (matters previously assigned a special priority).
- Unfinished business and general orders (matters introduced in previous meetings).
- New business (matters initiated in present meeting).

Roberts Rules of Order (simplified) will generally be followed for conducting business.

THE CHAIR AND VOTING

The chair may vote just as any other member. A chair has only one vote; the chair may not vote as a member of the committee and also a presiding officer. Voting by secret ballot is prohibited by the open meetings law.

Voting will generally be by a show of hands. Votes will be recorded by number of yeas and nays. Any member may, prior to the vote being conducted on any issue, request the recording of a roll call vote. Such vote shall be recorded in the minutes.

SUBCOMMITTEES

Sub-committees may be appointed by the chair. Reports, findings, and recommendations of sub-committees will be returned to and approved by the full committee prior to adoption as an official report or action of the committee.

PUBLIC DISCLOSURE

All County boards and committees, whether advisory, regulatory, or appellate in nature, are required to have available for public inspection and copying, public records such as procedural rules and statements of general policy, and other records, written or electronic, pertaining to the business of the committee. Exemptions to disclosure are very limited and are specifically identified in statute.

For additional information regarding disclosure requirements and exemptions from disclosure, refer to RCW 42.56 and consult with the Prosecuting Attorney.

INFLUENCING BALLOT MEASURES

RCW 42.17.130 strictly forbids the use of public facilities for the purpose of assisting a campaign for election of any person to any office or for the promotion or opposition to any ballot proposition unless they are activities which are a part of the normal and regular conduct of the office or agency.

TESTIFYING AT HEARINGS

Committee members often have an opportunity to testify at Board of Commissioners', or community committee hearings. When providing testimony on behalf of the board or committee, members should refrain from expressing personal opinions. It is helpful if the Clerk of the Board of Commissioners receives copies of written testimony prior to the hearing.

EFFECTIVE TESTIMONY

To provide effective testimony, members should keep the following guidelines in mind:

- All testimony should be brief, concise, and honest.
- Avoid reading lengthy written testimony; instead, orally highlight important points in the written report.
- If others are offering similar testimony, try to coordinate information to avoid repetition.
- Avoid being too technical.
- Be prepared to answer questions and comments by committee members. If you are unable to answer a question, offer to provide a written response later and always follow through.

- If you absolutely must give a personal opinion, make sure that the Board of Commissioners understands that you are not speaking for the committee, but for yourself.

THE NEWS MEDIA

The news media has the important function of informing the public about County government operations. In doing so, it provides a valuable communications link with the community. It is important to maintain a cooperative and open relationship with the media without violating privacy and other citizen rights. The following are suggested guidelines for working with the media:

- Designate a spokesperson that will speak for the committee as a whole.
- Be as open as possible and keep your focus on the business of the committee. Personal opinions, especially those regarding other people, are inappropriate. The news media is not the place to air dissatisfactions or carry on conflicts among committee members or County employees.
- If you do not know the answer to a question or are unsure about an issue, refer the matter to a knowledgeable person on your board or committee, to a County employee, or to the County Administrator's Office.
- A "wise" committee anticipates when an event in the community will stir the interest of the media. It provides materials that are responsive and informative, but do not violate individual privacy or undermine the dignity and authority of the committee or County staff.
- Keep in mind that the comments you make in public may also have to be made in a court of law. Do not risk your personal integrity or that of another by thoughtless or unwarranted remarks.



AGENDA ITEM SUMMARY

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

13
3/29/21

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.

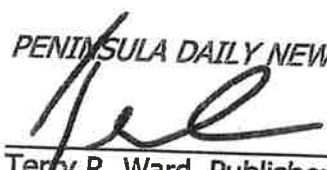
Statements are due and payable on the first of the month following service. Clallam County assumes liability for the content of advertisements authorized for publication in the *Peninsula Daily News*, *Sequim Gazette*, and *Forks* and for any claims that arise therefrom that may be made against the publisher 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

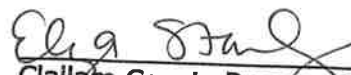


Terry R. Ward, Publisher

ATTEST:

Loni Gores, CMC, Clerk of the Board

Approved to form:



Clallam County Prosecuting Attorney's Office