



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Tuesday, January 18, 2022 – 8:00 a.m.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation and the recommendation of the Clallam County Health Officer, the Board of Commissioners meetings will be virtual only. The Board of Commissioners strongly encourages public comments to be submitted in writing.

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 Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://zoom.us/j/8755617844> and use meeting ID: 875 561 7844 and passcode: 12345

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

Modification - adding item 9 - added 1/13/22

Modification 

Administration – 9 a.m.

1. Calendar/Correspondence
2. Request for qualifications to be received no later than 10 a.m., Tuesday, February 22, 2022 for Qualifications – 2022 Architecture/Engineering Consulting Services

Request for qualifications 

3. Agreement amendment 1 with Kitsap Public Health District for Youth Marijuana Prevention and Education Program AND Commercial Tobacco Prevention Program

Agreement amendment 1 

4. Discussion on 2021 refunds and 2022 refund levy

Discussion 

5. Resolution canceling uncollectible personal property taxes

Resolution 

6. Contract amendment A with Salish Behavioral Health Organization for therapeutic courts

Contract amendment A

7. Pre-application questionnaire with Administrative Office of the Courts for court security equipment

Pre-application questionnaire

8. Agreement with Washington Association of Sheriffs and Police Chiefs for Clallam's 24/7 Sobriety Program

Agreement

9. Resolution appointing an acting County Engineer for interim period, not to exceed six months (2d)

Resolution

General Discussion/Items for Future Agendas

- A. ADU Ordinance update and call for hearing (February 7)
- B. Marine Resources Committee update (February 14)
- C. Continued Work Session – Topic TBD (February 14 at 1 p.m.)
- D. National Park update (March 7 at 10:30 a.m.)
- E. Continued Work Session – Topic TBD (March 14 at 1 p.m.)
- F. Department of Natural Resources joint meeting (March 21 at 1 p.m.)

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

8. **Agreement with Washington Association of Sheriffs and Police Chiefs for Clallam's 24/7 Sobriety Program**

- 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.

MEMORANDUM

LONI GORES
Clerk of the Board

January 13, 2022



TO: Board of Commissioners, Administrator Sill

RE: Agenda Modification(s)

FILE: A14.09.18

- The following item has been added to the January 18, 2022 work session agenda:

ADMINISTRATION

- 9 Resolution appointing an acting County Engineer for interim period, not to exceed six months (2d)

- The following item has been added to the January 18, 2022 regular agenda:

ADMINISTRATION

- 2d Resolution appointing an acting County Engineer for interim period, not to exceed six months



AGENDA ITEM SUMMARY

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

2
1/18/22

Department: Parks, Fair & Facilities

WORK SESSION ☒ **Meeting Date:** **01.18.2022**

REGULAR AGENDA ☒ **Meeting Date:** **01.25.2022**

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 | ☒ RFQ for Professional Services |

Documents exempt from public disclosure attached: ☐

Executive summary:

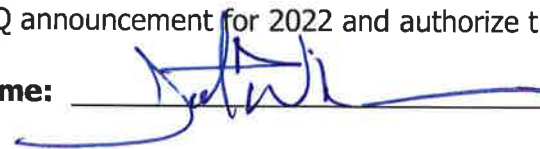
This is our annual Request for Qualifications (RFQ) and Letters of Interest for Professional Services for the year 2022.

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, with the exception of advertising.

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

I recommend the Board approve the RFQ announcement for 2022 and authorize the Chair to sign.

County Official signature & print name:  Joel G. Winborn

Name of Employee/Stakeholder attending meeting: Joel G. Winborn

Relevant Departments: Parks, Fair & Facilities

Date submitted: 01.12.2022

* 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)

**REQUEST FOR QUALIFICATIONS (RFQ)
2022 ARCHITECTURE/ENGINEERING CONSULTING SERVICES**

**CLALLAM COUNTY
PARKS, FAIR & FACILITIES DEPARTMENT**

Clallam County is soliciting proposals from interested parties to provide Architectural, Engineering and other Professional Services to the Board of Clallam County Commissioners. Proposals will be received at until **10 a.m., Tuesday, February 22, 2022** at which time they will be opened publicly and read aloud.

The sealed proposals must be clearly marked on the outside of the envelope, "**Qualifications – 2022 Architecture/Engineering Consulting Services.**" Address proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

An informational packet on proposal requirements may be obtained Monday through Friday, 8 a.m. to 4:30 p.m., from:

Clallam County Parks, Fair & Facilities Department
223 East 4th St., Suite 7
Port Angeles, WA 98362-3015
Attn: Joel G. Winborn, Director
PH: 360.417.2429
EMAIL: jwinborn@co.clallam.wa.us (preferred)

Professional services may include:

1. Architecture/Landscape Architecture/Miscellaneous: Building construction consisting of re-roofs; alterations/additions; New Construction; ADA improvements; facility signage improvements; floor covering; painting; parks and fairgrounds facility and grounds improvements; fairgrounds master planning; historic preservation; facility/park/site master planning; graphic design; facility safety and security assessments; feasibility studies and other associated work to be determined.
2. Engineering: Parking lot design; drainage and storm water design; water system improvements; septic systems, lift station and drain-field design; fire alarm and notification system upgrades; HVAC systems improvements and replacements; water system repairs and design, building access control, camera and security upgrades and design; structural analysis/design; surveying, parks and fairgrounds facility and grounds related improvement projects; environmental mitigation and permitting; utilities design; building energy analysis/assessment; feasibility studies and other associated work to be determined.
3. Environmental: NEPA/SEPA/EIS documentation; archeological/cultural resources surveys; environmental/geotechnical analysis and reports, hazardous materials surveys and underground fuel tank de-commissioning; wetland delineation and mitigation, shoreline assessment and permitting, and other associated work to be determined.

Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

PASSED THIS _____ day of _____ 2022

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Loni Gores, Clerk of the Board

Mark Ozias, Chair

c: Parks, Fair & Facilities

Publish: January 30th and February 6th, 2022

Bill: Parks, Fair & Facilities Department

**REQUEST FOR QUALIFICATIONS (RFQ)
2022 ARCHITECTURAL/ENGINEERING CONSULTING SERVICES**

**CLALLAM COUNTY
PARKS, FAIR & FACILITIES DEPARTMENT**

Introduction:

The Clallam County Parks, Fair & Facilities Department is inviting interested architecture, landscape architecture, Mechanical/Electrical/Civil Engineering, Surveying and Environmental, Forest Management and Geologic Consulting firms to submit their qualifications and Letters of Interest for consideration. Currently, there are several capital projects scheduled for 2022 that require professional assistance, many of which are time sensitive.

Consultant Tasks:

Working with County staff, the consultant will be responsible for the design, engineering, NEPA, SEPA, EIS (as required), planning, and construction management of capital improvement projects for up to a period of one year. Services are limited to those projects expected to be initiated and completed within one (1) year of the date a contract is signed with the consultant, but typically not beyond December 31, 2022. There are also unanticipated projects that arise throughout the course of the year in many different disciplines. There are instances when projects carry over and require an extension of the one (1) year agreement.

Fees for services are limited to those services to be performed as outlined in each agreement. The contract shall be limited to the services covered by the fee (see sample Personal Services Agreement attached). In general, consultant services may be needed for the following types of work:

- HVAC systems design, improvement and replacement
- Facility ADA Improvements (site, restroom, etc.)
- Facility Security and Safety Assessment
- Facility Security Camera and Access Control Improvements
- Electrical Engineering and Building Power Assessment
- Electric Vehicle Charging Stations
- Facility Painting
- Facility Re-Roof
- Historic Preservation
- Facility Structural Assessment and Design
- Storm Water design
- Bluff and Shoreline Assessment and Design
- Fairgrounds Master Planning
- Hazardous Materials Assessment(s)
- SEPA/NEPA/EIS
- Forestry Management
- Shoreline/bluff erosion
- In Water Piling Replacements
- Graphic Design Services for Promotional Brochures
- Other related construction/permitting/land projects, environmental documentation, or studies required to meet project requirements as directed by the County.

Qualification Statement Requirements and Relevant Information:

Consultants submitting qualifications should limit their submittal to only the information requested. Favorable consideration will not be given to submittals with sample plans, non-pertinent information on other accomplishments of the firm which have no direct bearing on these projects, resumes of individuals who will not be engaged in the work, or pages of other non-project related material. Submittals will be evaluated by the criteria listed below and should be organized and identified in the same order.

1. Briefly list and describe your firm's previous experience (relevant to your profession) in the design and construction of the tasks under "Consultant Tasks", listed above, over the last three (3) years. For each project listed, please include the following information:
 - a. Name, location and the date the work was completed.
 - b. Name and telephone number of person with whom your firm worked on the project.
 - c. Name of your Project Manager.
 - d. Brief description of the work performed.
 - e. Budget and final construction costs.
2. Provide the names of members of your firm and those of any proposed sub-consultants who would potentially be involved in the project. Please include the following information:
 - a. Individual's proposed role in the project.
 - b. A resume or brief description of the individual's previous experience as it relates to his/her role in this project(s).
 - c. For any proposed sub-consultants, indicate if your firm has worked with the sub-consultant on previous projects.
3. The proposal should include the following information:
 - a. Description of the kind of work that can be sub-contracted.
 - b. The estimated percentage of the kind of work identified as sub-contractible.
4. Briefly describe your firm's current workload and your ability to devote staff resources required to complete this project within a given time period.
5. Give evidence of completing similar work in a timely manner and within the original budget allowed for the work. Please include references or contacts.

Required Copies and Deadlines for Submission of Proposal:

The total package submittal should be no more than twelve (12) bound pages, including the cover page. Three (3) copies of your firm's proposal and supportive data are due by the Day and Time as listed on the original Request for Qualifications at the following address:

Board of Clallam County Commissioners
223 East 4th Street, Suite 4
Port Angeles, Washington 98362

Time for Completion:

Time for completion will be established by Clallam County and the Consultant for each project.

Selection Procedures:

Responses to this RFQ will be accepted from all qualified consulting firms or joint ventures and will be evaluated equally.

Review of the submitted qualifications will be by a selection committee made up of department personnel.

Selection will be based on the Consultant's ability to meet certain criteria including, but not limited to, that listed below; an analysis of the consultant's previous engineering, planning, design and construction management of Capital Projects with respect to quantity and quality; and the planning philosophy expressed during the interview if one is conducted. Specific criteria to be used for initial evaluation will include:

1. The composition of the proposed study team and the technical disciplines available to provide the variety of services required for projects of these types.
2. The experience of the consultant's project manager and other members of the proposed study team on other similar governmental projects.
3. The ability of the consultant both financially and in staffing to provide services for this project.
4. The ability of the consultant to begin work immediately and complete the projects in a timely manner.
5. Evaluation of comments received from referenced previous clients.
6. The ability of the consultant to follow submittal requirements.

General Contractual Policies:

The attached information is provided to prospective consultants as typical of certain current requirements for the County's Personal Services Agreement (PSA) (Consultant Contract). This information is provided so that each qualifying firm will know what the final consultant agreement will generally look like and what, if any, corresponding costs will be involved. By providing this information, it is not the intent to limit or in any way restrict the number of prospective consultant proposals.

Questions/Changes/Limitations on Liability:

If there are any questions with respect to this proposal package, please contact Joel G. Winborn at: email - jwinborn@co.clallam.wa.us (preferred) or phone at (360) 417-2429.

Attachment: Clallam County Personal Services Agreement (Sample)



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1/18/22

AGENDA ITEM SUMMARY

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

Department: Health & Human Services - Operations

WORK SESSION ☒ **Meeting Date:** January 18, 2022

REGULAR AGENDA ☒ **Meeting Date:** January 25, 2022

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-21-KPHD-TOB | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Contract Amendment |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is amendment one (1) to the contract between Clallam County HHS and Kitsap County for the provision for Youth Marijuana Prevention and Education Program (YMPEP) and the Commercial Tobacco Prevention Program (CTPP). The period of performance has been extended from December 31, 2021 to June 30, 2022 for a total contract period of July 1, 2021 to June 30, 2022. This is a continuation of Youth Marijuana and Commercial Tobacco Prevention program tasks that have been contracted since 2018. An additional amount of \$21,122.00 has been added to YMPEP for the period of January 1, 2022 through June 30, 2022. An additional amount of \$6,259.00 has been added to CTPP for the period of January 1, 2022 through June 30, 2022.

Maximum consideration for the entire contract period not to exceed \$54,761.00.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and move to regular board meeting for final signatures.

County Official signature & print name:

A handwritten signature in blue ink, appearing to read "Jenny Oppelt".

Name of Employee/Stakeholder attending meeting: Christine Dunn & Jenny Oppelt

Relevant Departments: Health & Human Services - Operations

Date submitted: January 12, 2022

* 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)

AMENDMENT TO AGREEMENT 2181

This Amendment ("Amendment") to Kitsap Public Health District Contract 2181 for Youth Cannabis & Commercial Tobacco Prevention Program (the "Contract"), is entered into between the Clallam County Health and Human Services ("Contractor") and the Kitsap Public Health District ("District").

RECITALS

WHEREAS, the Parties entered into the Contract effective July, 1, 2021; and

WHEREAS, Allocated Funding and period of performance for this agreement has been extended by Washington Department of Health; and therefore the parties have agreed it is desirable to increase the amount of eligible funding and extend the Contract term, and

In consideration of mutual benefits and covenants contained herein, the parties agree that the Contract is amended as follows:

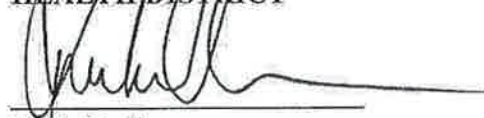
- I. Section 1, Period of Performance. Section 1 is amended to extend the Contract termination date to June 30, 2022.
- II. Section 5, Compensation. Section 5 is amended to add an additional \$27,380 in funding for the period of July 1, 2021-June 30, 2022 for a total compensation not to exceed \$54,761.
- III. Attachment A, CTPP Scope of Work and Budget. Attachment A is amended and replaced in its entirety with the revised Attachment A-1 which is attached hereto and incorporated in full by reference.
- IV. Attachment B, YMP Scope of Work and Budget. Attachment B is amended and replaced in its entirety with the revised Attachment B-1 which is attached hereto and incorporated in full by reference.
- V. Other Provisions Unchanged. The other provisions of the Contract, remain unchanged.
- VI. Effective Date. The effective date of this Amendment is the date last executed by all parties.
- VII. Authorization. Each party signing below warrants to the other party that they have the full power and authority to execute this Amendment on behalf of the party for whom they sign.

IN WITNESS WHEREOF, the Parties have subscribed their names hereto.

[Signatures on next page]

Dated this 10th day of JAN, 2022.

KITSAP PUBLIC
HEALTH DISTRICT



Keith Grellner
Administrator

Dated this _____ day of _____, 2022.

CLALLAM COUNTY BOARD OF
COMMISSIONERS

Mark Ozias
Chair

ATTACHMENT A – COMMERCIAL TOBACCO PREVENTION PROGRAM

Scope of Work and Budget
Clallam County Health and Human Services
July 1, 2021 – June 30, 2022

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

<i>Activity</i>	
Planning	Participate in statewide commercial tobacco prevention coalition meetings as established.
Implementation	<i>2021-2022 DOH Regional Requirements:</i> 1. In collaboration with priority population contractors, engage and educate internal and external decision makers, stakeholders, and community leaders about: a. The value of local control in preventing initiation and continued use of commercial tobacco products that lead to tobacco-related health issues and health disparities. b. The value of a comprehensive tobacco prevention program to prevent the initiation of commercial tobacco product use among youth and young adults. c. Evidence-based and promising policy options to address the appeal of commercial tobacco products to youth and young adults, including the impact of commercial tobacco product flavors (including menthol) on youth initiation and use. 2. Build or enhance partnerships with youth-serving organizations and local champions (including identifying youth champions) to collaborate on youth access and industry marketing interventions. 3. Plan and conduct a minimum of one meeting with the prevention-intervention lead at your region's Educational Service District to establish a connection, build relationships, and share resources. 4. Promote the Washington State Quitline and self-help options for TUDT (Tobacco Use, Dependence, Treatment), including 2Morrow Health app (doh.wa.gov/quit) and This is Quitting (doh.wa.gov/vapefreewa), to people who use commercial tobacco. 5. In collaboration with CTPP, incorporate 2022-2022 Centers for Disease Control and Prevention (CDC) (e.g., Tips® campaign) materials into agency communications, and report efforts in a template provided by the CTPP as part of the monthly reporting requirement. 6. Disseminate TUDT resources provided by CTPP and/or developed locally to community-based organizations, centers, and networks supporting

	disparately affected communities that address emerging tobacco/e-cigarettes and are culturally & linguistically appropriate, trauma-informed, & equity-based. 7. Respond to technical assistance requests and needs from local agencies and organizations interested in adopting and/or that have adopted voluntary smoke-free and vape-free campus and/or organizational policies; technical assistance requests to colleges/universities on the adoption and implementation of tobacco- and vape-free campuses; and to technical assistance to multi-unit housing organizations, landlords, and residents on smoke- and/or vape-free policies. 8. Plan and implement public relations/earned media efforts (i.e. press releases, social media) utilizing national media campaigns to prevent youth initiation and support cessation. Specific Clallam County activities are described in the 2021-2022 CTPP workplan. Workplans are subject to change. Any changes will be approved by both parties.
Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5 th of every month.
Midterm Evaluation	By February 1, 2022 report progress to CTPP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a mid-year workplan reevaluation.
Calls/Meetings	Participate in monthly conference call with KPHD and attend webinars as scheduled; respond to correspondences related to CTPP from the Department of Health; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work.
Invoicing	Submit monthly invoices by the 20 th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2022). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2021 – June 30, 2022

	<i>Cost</i>	<i>Description</i>
Staff Salary	\$6,000.00	Prevention Specialist & Supervisor
Benefits	\$2,600.00	
Indirect	\$2,040.00	34% of Salaries
Goods & Services	\$1,000.00	Supplies, Outreach/Educ. Materials/Advertising/Comm. Trainings
Mileage	\$500.00	Mileage for Meetings
Travel/Training	\$377.00	Training Expenses For Staff
Total Clallam	\$12,517.00	

Funding Source

Chart of Accounts Program Name or Title	CFDA#	BARS Code	7/1/21-6/30/22
SFY22 Youth Tobacco Vapor Products	N/A	334.04.93	\$12,517
Total to Clallam			\$12,517

Subrecipient DUNS Number: 07-573-9235
 Subrecipient Indirect Rate: 34% of salary
 Research and Development: No

Federal Funding Accountability and Transparency Act (FFATA): The Statement of Work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA) or the Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent. To comply with this act and to be eligible to perform the activities in this statement of work, the Local Health Jurisdiction (LHJ) must have a Data Universal Numbering System (DUNS) number. Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Federal Funding Restrictions and Limitations:

- a. Recipient may not use federal funds for lobbying.
- b. Recipient may not use funds for research.
- c. Recipient may not use funds for clinical care.
- d. Recipient may not use funds to supplant existing state funding or to supplant funds from federal or state sources.
- e. Recipient may use funds only for reasonable program purposes, including personnel, travel, supplies, and sources.
- f. Recipient are the direct and primary recipients in a cooperative agreement program and must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- g. Recipient are generally not allowed to use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- h. Recipient may not be reimbursed for pre-award costs.

- i. Recipient may only use funds for evidence-based tobacco control interventions, strategies, and activities.
 - j. Recipient may not use funds to provide direct cessation services or other direct services other than those through evidence-based quit line services.
 - k. Recipient may not use funds to purchase nicotine replacement therapy or other products used for cessation.
 - l. Recipient may not use funds to purchase K-12 school curricula.
- Recipient may not use funds for construction.

ATTACHMENT B – YOUTH MARIJUANA PREVENTION

Scope of Work and Budget Clallam County Health and Human Services July 1, 2021 – June 30, 2022

As a subrecipient of KPHD under the Washington State funded *Youth Cannabis & Commercial Tobacco Prevention Program (YCCTPP)*, Clallam County agrees to the following Youth Marijuana Prevention activities funded in full or part by the associated budget.

<i>Activity</i>	
Planning	Participate in Regional Network, hold a position on the Strategic Planning Team. As a member of the Strategic Planning Team, help to: 1. Update the 2022-2023 Olympic Region YMPEP Needs Assessment, including the Community Readiness Assessment. 2. Update the 2022-2023 Olympic Region YMPEP Strategic Plan, per DOH guidance.
Education	Participate in a minimum of one skill enhancement opportunity per month.
Implementation	1. <i>2021-2022 DOH Approved Regional Strategies:</i> • PSE Priority 1: Local Laws & Ordinances • PSE Priority 2: Community Norms • PSE Priority 3: Retailer Consumer Education • PSE Priority 4: Health Care Policy & Procedures 2. Specific Clallam County activities are described in the 2021-2022 YMPEP workplan. Work plans are subject to change. Any changes will be approved by both parties. 3. Participate in statewide collaboration on the strategies listed above. More detail for how to participate is listed within work plan.
Monitoring and Reporting	Monitor progress for each activity as appropriate; submit monthly narrative and data reports as requested by KPHD on the 5 th of every month.
Calls/Meetings	Participate in monthly check-in call with regional lead. Attend and participate in Regional Network and Planning Team meetings; review correspondences related to YMPEP; respond to activity assessments/surveys administered by KPHD as appropriate per scope of work. Attend at least one statewide All-Providers Meeting or Practice Collaborative Meeting.
Mid-Year Evaluation	By February 1, 2022 report progress to YMPEP Regional Coordinator. If needed, adjust activities to ensure spend down. Conduct a work plan reevaluation.
Invoicing	Submit monthly invoices by the 20 th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year (due July 1, 2022). Invoices must include supporting documentation such as timecards for staff time and copies of invoices paid for goods and services.

Budget July 1, 2021 – June 30, 2022

	<i>Cost</i>	<i>Description</i>
Staff Salary	\$21,500	Prevention Specialist and Supervisor
Benefits	8,500	
Indirect	7,800	34% of Salaries
Goods & Services	3,444	Supplies, Outreach/Educ. Materials/Advertising/Comm. Trainings
Training/Travel	1,000	Mileage for Meetings and Training Expenses for Staff
Total Clallam	\$42,244	

Funding Source

Chart of Accounts Program Name or Title	CFDA #	BARS Code	7/1/21-6/30/22
SFY22 Marijuana Tobacco Education	N/A	334.04.93	\$42,244

Community Resources: Subrecipient shall make a reasonable and ongoing effort, throughout the period of performance, to secure and/or leverage resources from private and public entities to supplement the administrative, operational, and implementation costs under this program. Documentation of any collaborative efforts and securing of resources that benefit this project shall be kept current and on file in the office of the Subcontractor and be available for review upon request by District staff.

Funding Restrictions and Limitations:

- m. Recipient may not use funds for research.
- n. Recipient may not use funds for clinical care.
- o. Recipient may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
- p. Recipient may not generally use funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget and approved by the District.
- q. Recipient may not use funding for construction.
- r. Recipient must comply with District guidance on food, incentives and use of District or DOH logo outlined in YMPEP Regional Implementation Guide and should not exceed federal per diem rates.
- s. Reimbursement of pre-award costs is not allowed.

4
1/18/22



AGENDA ITEM SUMMARY

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

Department: Treasurer

WORK SESSION ☒ Meeting Date: 1/18/21

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | ☐ Budget Item |
| ☐ Resolution | ☐ Proclamation | ☒ Other 2021 Refunds, 2022 Refund Levy |
| ☐ Draft Ordinance | ☐ Final Ordinance | |
- Documents exempt from public disclosure attached: ☐

Executive summary:

- Property taxes may be refunded on the order of the county treasurer before or after delinquency if the property taxes were paid pursuant to one of the sixteen circumstances listed in RCW 84.69.020, see (1) attached.
- Each year, on or before the first Monday in February, the county treasurer must report to the county legislative authority a list of all refunds made during the previous year pursuant to the RCW 84.69.020. This list includes the name of the person receiving the refund, the amount of the refund, and the reason for the refund. See document (2) attached entitled "Refunds Paid" for all such refunds made from November 1, 2020 through October 31, 2021.
- According to RCW 84.55.070, taxing districts may then re-levy such refunded tax revenues, to be added to the tax rolls during a subsequent year.
- Attached document (3) entitled "2021 Refund Petitions for the 2022 Levy" lists the amounts that the various taxing districts refunded as a result of the "Refunds Paid" and that would have been available for re-levying during 2022 with the exception of miscellaneous districts (fire patrol, stormwater, weed, irrigation).

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, as refunds have currently been re-levied, consistent with BOCC's annual tax levy resolutions.

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

No further action is required.

County Official signature & print name: Teresa Marchi Teresa Marchi, Treasurer

Name of Employee/Stakeholder attending meeting: Jennifer White, Deputy Treasurer

Relevant Departments: Treasurer

Date submitted: January 12, 2022

* 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)

Grounds for refunds—Determination—Payment—Report.

On the order of the county treasurer, ad valorem taxes paid before or after delinquency must be refunded if they were:

- (1) Paid more than once;
- (2) Paid as a result of manifest error in description;
- (3) Paid as a result of a clerical error in extending the tax rolls;
- (4) Paid as a result of other clerical errors in listing property;
- (5) Paid with respect to improvements which did not exist on assessment date;
- (6) Paid under levies or statutes adjudicated to be illegal or unconstitutional;
- (7) Paid as a result of mistake, inadvertence, or lack of knowledge by any person exempted from paying real property taxes or a portion thereof pursuant to RCW 84.36.381 through 84.36.389, as now or hereafter amended;
- (8) Paid as a result of mistake, inadvertence, or lack of knowledge by either a public official or employee or by any person with respect to real property in which the person paying the same has no legal interest;
- (9) Paid on the basis of an assessed valuation which was appealed to the county board of equalization and ordered reduced by the board;
- (10) Paid on the basis of an assessed valuation which was appealed to the state board of tax appeals and ordered reduced by the board: PROVIDED, That the amount refunded under subsections (9) and (10) of this section shall only be for the difference between the tax paid on the basis of the appealed valuation and the tax payable on the valuation adjusted in accordance with the board's order;
- (11) Paid as a state property tax levied upon property, the assessed value of which has been established by the state board of tax appeals for the year of such levy: PROVIDED, HOWEVER, That the amount refunded shall only be for the difference between the state property tax paid and the amount of state property tax which would, when added to all other property taxes within the one percent limitation of Article VII, section 2 of the state Constitution equal one percent of the assessed value established by the board;
- (12) Paid on the basis of an assessed valuation which was adjudicated to be unlawful or excessive: PROVIDED, That the amount refunded shall be for the difference between the amount of tax which was paid on the basis of the valuation adjudged unlawful or excessive and the amount of tax payable on the basis of the assessed valuation determined as a result of the proceeding;
- (13) Paid on property acquired under RCW 84.60.050, and canceled under RCW 84.60.050(2);
- (14) Paid on the basis of an assessed valuation that was reduced under RCW 84.48.065;
- (15) Paid on the basis of an assessed valuation that was reduced under RCW 84.40.039; or
- (16) Abated under RCW 84.70.010.

No refunds under the provisions of this section shall be made because of any error in determining the valuation of property, except as authorized in subsections (9), (10), (11), and (12) of this section nor may any refunds be made if a bona fide purchaser has acquired rights that would preclude the assessment and collection of the refunded tax from the property that should properly have been charged with the tax. Any refunds made on delinquent taxes must include the proportionate amount of interest and penalties paid. However, no refunds as a result of an incorrect payment authorized under subsection (8) of this section made by a third party payee shall be granted. The county treasurer may deduct from moneys collected for the benefit of the state's levies, refunds of the state's levies including interest on the levies as provided by this section and chapter 84.68 RCW.

The county treasurer of each county must make all refunds determined to be authorized by this section, and by the first Monday in February of each year, report to the county legislative authority a list of all refunds made under this section during the previous year. The list is to include the name of the person receiving the refund, the amount of the refund, and the reason for the refund.

[2017 3rd sp.s. c 13 § 310; 2005 c 502 § 9; 2002 c 168 § 11; 1999 sp.s. c 8 § 2. Prior: 1998 c 306 § 2; 1997 c 393 § 18; 1996 c 296 § 2; 1994 c 301 § 55; 1991 c 245 § 31; 1989 c 378 § 17; 1981 c 228 § 1; 1975 1st ex.s. c 291 § 21; 1974 ex.s. c 122 § 2; 1972 ex.s. c 126 § 2; 1971 ex.s. c 288 § 14; 1969 ex.s. c 224 § 1; 1961 c 15 § 84.69.020; prior: 1957 c 120 § 2.]

NOTES:

Application—Tax preference performance statement and expiration—2017 3rd sp.s. c 13 §§ 301-314: See notes following RCW 84.52.065.

Intent—2017 3rd sp.s. c 13: See note following RCW 28A.150.410.

Effective date—2005 c 502: See note following RCW 1.12.070.

Severability—Effective date—1999 sp.s. c 8: See notes following RCW 84.70.010.

Applicability—1981 c 228: "Section 1(12) of the [this] amendatory act applies to only those taxes which first become due and payable subsequent to January 1, 1981: PROVIDED, HOWEVER, That this section shall not apply to any taxes which were paid under protest and which were timely paid." [1981 c 228 § 4.]

Effective dates—Severability—1975 1st ex.s. c 291: See notes following RCW 82.04.050.

Purpose—1974 ex.s. c 122: "The legislature recognizes that the operation of the provisions of RCW 84.52.065 and 84.48.080, providing for adjustments in the county-determined assessed value of property for purposes of the state property tax for schools, may, with respect to certain properties, result in a total regular property tax payment in excess of the one percent limitation provided for in Article 7, section 2 (Amendment 59) of the state Constitution. The primary purpose of this 1974 amendatory act is to provide a procedure for administrative relief in such cases, such relief to be in addition to the presently existing procedure for judicial relief through a refund action provided for in RCW 84.68.020." [1974 ex.s. c 122 § 1.]

Severability—Savings—1971 ex.s. c 288: See notes following RCW 84.40.030.

REFUNDS PAID
11/1/2020 - 10/31/2021

ATTACHMENT 2

Pet No.	PID	Name	Year	Amt of Ref		Interest	Total Paid	Total Check	Check	Date	Reason		
		From 11/01/2020											
2021-001	82251	Discovery Trail Farm	2020	\$	73.64								
	82251	Discovery Trail Farm	2019	\$	71.07								
	82251	Discovery Trail Farm	2018	\$	72.37								
	82251	Discovery Trail Farm	2017	\$	66.95	\$	284.03	\$	5.08	\$	289.11		
									7532	11/16/2020	Manifest Error		
2021-002	33289	Jeness	2020	\$	255.42	\$	255.42	\$	0.66	\$	256.08		
										7557	12/7/2020	SNR	
2021-003	67911	St Andrews Parish PA	2020	\$	151.81	\$	151.81	\$					
	67911	St Andrews Parish PA	2019	\$	150.75	\$	150.75	\$					
	67911	St Andrews Parish PA	2018	\$	182.80	\$	182.80	\$	13.61	\$	196.41		
								\$	498.97	7558	12/7/2020	Manifest Error	
2021-004	61456	Tobin	2020	\$	396.92	\$	396.92	\$	1.00	\$	397.92		
										7559	12/7/2020	Manifest Error	
2021-005	43980	Andrade & Pratt	2020	\$	156.56	\$	156.56	\$					
	43980	Andrade & Pratt	2019	\$	134.31	\$	134.31	\$					
	43980	Andrade & Pratt	2018	\$	131.65	\$	131.65	\$	11.56	\$	143.21		
								\$	434.08	7560	12/7/2020	Manifest Error	
2021-006	85182	Messinger	2020	\$	205.77	\$	205.77	\$	0.08	\$	205.85		
										7570	12/18/2020	Manifest Error	
2021-007	11109	Whidden	2020	\$	904.89	\$	904.89	\$	3.89	\$	908.78		
										7571	12/21/2020	SNR	
2021-008	18033	Kelly	2020	\$	581.29	\$	581.29	\$	9.78	\$	591.07		
										7572	12/21/2020	SNR	
2021-009	20606	Aragon	2020	\$	358.07	\$	358.07	\$	1.61	\$	359.68		
										7574	12/21/2020	SNR	
2021-010	21588	Pitre	2020	\$	950.61	\$	950.61	\$	11.91	\$	962.52		
										7575	12/21/2020	SNR	
2021-011	22806	Miller	2020	\$	1,033.09	\$	1,033.09	\$	6.74	\$	1,039.83		
										7576	12/21/2020	SNR	
2021-012	25934	Smith	2020	\$	1,066.96	\$	1,066.96	\$	6.96	\$	1,073.92		
										7577	12/21/2020	SNR	
2021-013	28080	Armitage	2020	\$	1,280.40	\$	1,280.40	\$	6.11	\$	1,286.51		
										7578	12/21/2020	SNR	
2021-014	36109	Harrell	2020	\$	572.55	\$	572.55	\$	2.33	\$	574.88		
2021-015	29198	Harrell	2020	\$	12.09	\$	12.09	\$	0.15	\$	12.24		
								\$	587.12	7579	12/21/2020	SNR	
2021-016	35174	Johnston	2020	\$	1,787.45	\$	1,787.45	\$	7.36	\$	1,794.81		
										7580	12/21/2020	SNR	
2021-017	35516	Thomas	2020	\$	1,915.08	\$	1,915.08	\$	12.43	\$	1,927.51		
										7581	12/21/2020	SNR	
2021-018	41158	Howell	2020	\$	2,159.19	\$	2,159.19	\$	14.15	\$	2,173.34		
										7582	12/21/2020	SNR	
2021-019	42524	Tyree	2020	\$	199.54	\$	199.54	\$	3.35	\$	202.89		
										7583	12/21/2020	SNR	
2021-020	53732	Roberts	2020	\$	733.52	\$	733.52	\$	6.06	\$	739.58		
										7584	12/21/2020	SNR	
2021-021	75052	Halberg Chiropractic	2020	\$	112.53	\$	112.53	\$	1.46	\$	113.99		
										7585	12/21/2020	Manifest Error	
2021-022	37522	Seaman	2020	\$	333.26	\$	333.26	\$	3.01	\$	336.27		
										7586	12/21/2020	SNR	
2021-023	40732	Kirchmeyer	2020	\$	138.35	\$	138.35	\$	1.80	\$	140.15		
										7587	12/21/2020	ME	
2021-024	17494	Bunney Family Trust	2020	\$	74.96	\$	74.96	\$	-	\$	74.96		
	17494	Bunney Family Trust	2019	\$	63.33	\$	63.33	\$	1.75	\$	65.08		
									\$	140.04	7588	12/21/2020	ME
2021-025	28400	Koelsch TTE	2020	\$	21.37	\$	21.37	\$	0.35	\$	21.72		
										7589	12/21/2020	SNR	
2021-026	58600	Miller	2020	\$	1,292.40	\$	1,292.40	\$	-	\$	1,292.40		
	58600	Miller	2019	\$	945.23	\$	945.23	\$	-	\$	945.23		
	58600	Miller	2018	\$	1,011.66	\$	1,011.66	\$	-	\$	1,011.66		
	58600	Miller	2017	\$	846.53	\$	846.53	\$	60.79	\$	907.32		
	68274	McGoff	2019	\$	307.22	\$	307.22	\$	-	\$	307.22		
	68274	McGoff	2017	\$	331.75	\$	331.75	\$	11.00	\$	342.75		
									\$	649.97	7591	12/21/2020	SNR
2021-028	73191	Libera	2018	\$	1,551.19	\$	1,551.19	\$	-	\$	1,551.19		
	73191	Libera	2017	\$	989.69	\$	989.69	\$	7.22	\$	996.91		
									\$	2,548.10	7592	12/21/2020	SNR
2021-029	84499	Billings	2020	\$	161.39	\$	161.39	\$	2.13	\$	163.52		
										7593	12/23/2020	Manifest Error	
2021-030	42694	Traceski	2020	\$	1,119.41	\$	1,119.41	\$	6.97	\$	1,126.38		
										7594	12/23/2020	SNR	
2021-031	81861	Hampton	2020	\$	1,040.22	\$	1,040.22	\$	8.56	\$	1,048.78		
										7597	12/30/2020	SNR	
2021-032	77141	Anderson	2020	\$	997.91	\$	997.91	\$	10.88	\$	1,008.79		
										7598	12/30/2020	SNR	
2021-033	65816	Ohmert	2020	\$	1,457.21	\$	1,457.21	\$	24.10	\$	1,481.31		
										7599	12/30/2020	SNR	
2021-034	61690	Kenney	2020	\$	567.10	\$	567.10	\$	3.26	\$	570.36		
										7600	12/30/2020	SNR	
2021-035	60514	Seligmiller	2020	\$	149.84	\$	149.84	\$	0.52	\$	150.36		
										7601	12/30/2020	SNR	
2021-036	58599	Jacobs	2020	\$	1,413.32	\$	1,413.32	\$	24.48	\$	1,437.80		
										7602	12/30/2020	SNR	
2021-037	56884	Sexton	2020	\$	1,400.29	\$	1,400.29	\$	10.41	\$	1,410.70		
										7603	12/30/2020	SNR	
2021-038	50088	Arsenault	2020	\$	1,236.55	\$	1,236.55	\$	6.40	\$	1,242.95		
										7604	12/30/2020	SNR	
2021-039	44549	Wessel	2020	\$	660.92	\$	660.92	\$	5.91	\$	666.83		
										7605	12/30/2020	SNR	
2021-040	29864	Szabo	2020	\$	345.97	\$	345.97	\$	5.18	\$	351.15		
										7606	12/30/2020	SNR	
2021-041	20164	Neet	2020	\$	1,302.86	\$	1,302.86	\$	21.26	\$	1,324.12		
										7607	12/30/2020	SNR	
2021-042	21407	Fox	2020	\$	680.68	\$	680.68	\$	5.88	\$	686.56		
										7608	12/30/2020	SNR	
2021-043	6415	Foster	2020	\$	148.36	\$	148.36	\$	3.20	\$	151.56		
										7609	12/30/2020	SNR	
2021-044	29470	Glasco	2020	\$	25.10	\$	25.10	\$	-	\$	25.10		
	29470	Glasco	2019	\$	22.43	\$	22.43	\$	1.15	\$	23.58		
									\$	48.68	7610	12/30/2020	SNR
2021-045	29507	Glasco	2020	\$	22.92	\$	22.92	\$	-	\$	22.92		
	29507	Glasco	2019	\$	20.44	\$	20.44	\$	-	\$	20.44		
	29507	Glasco	2018	\$	18.35	\$	18.35	\$	1.58	\$	19.93		
									\$	63.29	7611	12/30/2020	Destroyed Property
2021-046	46219	Foster	2020	\$	1,188.68	\$	1,188.68	\$	16.27	\$	1,204.95		
										7612	12/30/2020	SNR	
2021-047	67631	Clark	2020	\$	681.44	\$	681.44	\$	-	\$	681.44		
	67631	Clark	2019	\$	592.08	\$	592.08	\$	26.25	\$	618.33		
									\$	1,299.77	7613	12/30/2020	Manifest Error
2021-048	84287	Gillespie	2020	\$	307.55	\$	307.55	\$	1.08	\$	308.63		
										7614	12/30/2020	Destroyed Property	
2021-049	59168	Wilson	2019	\$	361.47	\$	361.47	\$	-	\$	361.47		
	59168	Wilson	2018	\$	457.63	\$	457.63	\$	27.17	\$	484.80		
									\$	846.27	7621	1/12/2021	SNR
2021-050	41226	Franklin	2020	\$	729.93	\$	729.93	\$	6.99	\$	736.92		
										7646	2/18/2021	SNR	
2021-051	28861	Reese	2020	\$	898.44	\$	898.44	\$	8.86	\$	907.30		
										7647	2/18/2021	SNR	
2021-052	80064	Dumas	2020	\$	727.32	\$	727.32	\$	13.67	\$	740.99		
										7648	2/18/2021	SNR	
2021-053	37285	Mainzer	2020	\$	76.75	\$	76.75	\$	-	\$	76.75		
	37285	Mainzer	2019	\$	77.55	\$	77.55	\$	-	\$	77.55		
	37285	Mainzer	2018	\$	87.50	\$	87.50	\$	4.94	\$	92.44		
									\$	246.74	7649	2/18/2021	Manifest Error
2021-054	28270	Riggs	2020	\$	218.24	\$	218.24	\$	1.43	\$	219.67		
										7650	2/18/2021	SNR	
2021-055	47578	Elliott	2020	\$	123.53	\$	123.53	\$	-	\$	123.53		
	47578	Elliott	2019	\$	88.65	\$	88.65	\$	3.19	\$	91.84		
									\$	215.37			

REFUNDS PAID
11/1/2020 - 10/31/2021

ATTACHMENT 2

	75975	Rietveld	2019	\$	583.91	\$	583.91	\$	-	\$	583.91							
	75975	Rietveld	2018	\$	639.69	\$	639.69	\$	43.64	\$	683.33	\$	1,894.89	7669	2/26/2021	SNR		
2021-066	79308	Ralston	2020	\$	270.01	\$	270.01	\$	-	\$	270.01							
	79308	Ralston	2019	\$	218.94	\$	218.94	\$	7.90	\$	226.84	\$	496.85	7672	3/5/2021	Destroyed Property		
2021-067	61423	Elks Lodge	2020	\$	2,202.35	\$	2,202.35	\$	-	\$	2,202.35							
	61423	Elks Lodge	2019	\$	1,862.19	\$	1,862.19	\$	-	\$	1,862.19							
	61423	Elks Lodge	2018	\$	2,033.66	\$	2,033.66	\$	-	\$	2,033.66							
	61423	Elks Lodge	2017	\$	1,860.44	\$	1,860.44	\$	144.31	\$	2,004.75	\$	8,102.95	7673	3/5/2021	DOR		
2021-068	51686	Humble	2020	\$	41.47	\$	41.47	\$	0.37	\$	41.84			7674	3/5/2021	Destroyed Property		
2021-069	8052	Christensen	2020	\$	984.76	\$	984.76	\$	11.56	\$	996.32			7679	3/16/2021	Senior		
2021-070	7680	Siemion	2020	\$	388.07	\$	388.07	\$	-	\$	388.07							
	7680	Siemion	2019	\$	328.91	\$	328.91	\$	-	\$	328.91							
	7680	Siemion	2018	\$	312.60	\$	312.60	\$	21.16	\$	333.76	\$	1,050.74	7680	3/16/2021	Manifest Error		
2021-071	48834	Freeland	2020	\$	190.15	\$	190.15	\$	-	\$	190.15							
	48834	Freeland	2019	\$	188.20	\$	188.20	\$	-	\$	188.20							
	48834	Freeland	2018	\$	238.95	\$	238.95	\$	15.81	\$	254.76	\$	633.11	7681	3/16/2021	Manifest Error		
2021-072	14785	Frugals	2020	\$	83.67	\$	83.67	\$	-	\$	83.67							
	14785	Frugals	2019	\$	96.82	\$	96.82	\$	3.44	\$	100.26	\$	183.93	7687	3/17/2021	Manifest Error		
2021-073	81721	Bramlett	2021	\$	733.41	\$	733.41	\$	0.13	\$	733.54			7688	3/17/2021	Senior-VOIDED		
2021-074	49348	Lewallen	2021	\$	44.25	\$	44.25	\$	-	\$	44.25			7697	3/23/2021	Combo		
2021-075	14144	Page	2021	\$	2,085.75	\$	2,085.75	\$	0.18	\$	2,085.93			7698	3/23/2021	SNR		
2021-076	21657	Korean Womens	2021	\$	1,404.98	\$	1,404.98	\$	0.16	\$	1,405.14			7701	3/25/2021	Exempt		
2021-077	66322	McDonald	2021	\$	14.08	\$	14.08	\$	-	\$	14.08			7702	3/25/2021	Destroyed Property		
2021-078	40733	Kirchmeyer	2020	\$	1,217.80	\$	1,217.80	\$	22.33	\$	1,240.13			7703	3/25/2021	Senior		
2021-079	34978	Palmiter	2020	\$	363.90	\$	363.90	\$	7.35	\$	371.25			7707	4/5/2021	Senior		
2021-080	16482	Denton	2020	\$	211.96	\$	211.96	\$	-	\$	211.96							
	16482	Denton	2019	\$	195.62	\$	195.62	\$	-	\$	195.62							
	16482	Denton	2018	\$	180.92	\$	180.92	\$	12.85	\$	193.77	\$	601.35	7708	4/5/2021	Manifest Error		
2021-081	84462	Green	2020	\$	266.50	\$	266.50	\$	2.34	\$	268.84			7709	4/5/2021	Manifest Error		
2021-082	62285	Packer	2020	\$	868.59	\$	868.59	\$	-	\$	868.59							
	62285	Packer	2019	\$	509.74	\$	509.74	\$	41.14	\$	550.88	\$	1,419.47	7712	4/9/2021	Senior		
2021-083	58338	Umbarger	2021	\$	892.93	\$	892.93	\$	0.21	\$	893.14			7713	4/9/2021	Senior		
2021-084	57658	Hughes	2019	\$	193.57	\$	193.57	\$	11.96	\$	205.53			7714	4/9/2021	Senior		
2021-085	82650	Kono	2021	\$	221.57	\$	221.57	\$	-	\$	221.57							
	82650	Kono	2020	\$	172.30	\$	172.30	\$	2.50	\$	174.80	\$	396.37	7715	4/9/2021	Manifest Error		
2021-086	48520	Kono	2021	\$	319.46	\$	319.46	\$	-	\$	319.46							
	48520	Kono	2020	\$	264.36	\$	264.36	\$	3.93	\$	268.29	\$	587.75	7716	4/9/2021	Manifest Error		
2021-087	43132	Roche	2020	\$	304.36	\$	304.36	\$	-	\$	304.36							
	43132	Roche	2019	\$	277.89	\$	277.89	\$	11.32	\$	289.21	\$	593.57	7717	4/9/2021	Destroyed Property		
2021-088	38694	Goodrich	2020	\$	80.88	\$	80.88	\$	-	\$	80.88							
	38694	Goodrich	2019	\$	93.57	\$	93.57	\$	-	\$	93.57							
	38694	Goodrich	2018	\$	104.58	\$	104.58	\$	6.50	\$	111.08	\$	285.53	7718	4/9/2021	Manifest Error		
2021-089	18873	Penn	2020	\$	3,151.97	\$	3,151.97	\$	61.14	\$	3,213.11			7719	4/9/2021	Senior		
2021-090	28274	Michaels TTE	2020	\$	642.79	\$	642.79	\$	8.93	\$	651.72	\$	-	7724	4/14/2021	Senior		
2021-091	72864	McClanahan	2021	\$	88.58	\$	88.58	\$	-	\$	88.58			7736	4/20/2021	Senior		
2021-092	63331	Allen	2021	\$	125.61	\$	125.61	\$	0.03	\$	125.64			7737	4/20/2021	Senior		
2021-093	50409	Wiese	2020	\$	1,172.67	\$	1,172.67	\$	-	\$	1,172.67							
	50409	Wiese	2019	\$	1,027.23	\$	1,027.23	\$	-	\$	1,027.23							
	50409	Wiese	2018	\$	856.68	\$	856.68	\$	75.73	\$	932.41	\$	3,132.31	7738	4/20/2021	Senior		
2021-094	85545	Jacobson	2020	\$	80.03	\$	80.03	\$	-	\$	80.03			7746	4/21/2021	Destroyed Property		
2021-095	82844	Skotheim	2020	\$	146.57	\$	146.57	\$	-	\$	146.57							
	82844	Skotheim	2019	\$	125.25	\$	125.25	\$	5.30	\$	130.55	\$	277.12	7747	4/21/2021	Manifest Error		
2021-096	64925	Santee	2021	\$	805.29	\$	805.29	\$	0.04	\$	805.33			7748	4/21/2021	Senior		
2021-097	32698	Gruetzmacher	2020	\$	189.73	\$	189.73	\$	-	\$	189.73							
	32698	Gruetzmacher	2019	\$	175.26	\$	175.26	\$	6.91	\$	182.17	\$	371.90	7749	4/21/2021	Manifest Error		
2021-098	61704	Gerbert	2020	\$	86.17	\$	86.17	\$	-	\$	86.17							
	61704	Gerbert	2019	\$	30.90	\$	30.90	\$	1.82	\$	32.72	\$	118.89	7750	4/21/2021	Manifest Error		
2021-099	14382	Jamestown Tribe	2020	\$	266.71	\$	266.71	\$	-	\$	266.71							
	14360	Jamestown Tribe	2020	\$	52.02	\$	52.02	\$	-	\$	52.02							
	14372	Jamestown Tribe	2020	\$	3.57	\$	3.57	\$	-	\$	3.57							
	14373	Jamestown Tribe	2020	\$	3.41	\$	3.41	\$	-	\$	3.41							
	14375	Jamestown Tribe	2020	\$	3.43	\$	3.43	\$	-	\$	3.43							
	14377	Jamestown Tribe	2020	\$	3.43	\$	3.43	\$	-	\$	3.43							
	14378	Jamestown Tribe	2020	\$	5.67	\$	5.67	\$	-	\$	5.67							
	14379	Jamestown Tribe	2020	\$	3.45	\$	3.45	\$	4.01	\$	7.46	\$	345.70	7751	4/21/2021	Exempt		
2021-100	55995	Lucier	2020	\$	245.55	\$	245.55	\$	-	\$	245.55							
	55995	Lucier	2019	\$	230.97	\$	230.97	\$	-	\$	230.97							
	55995	Lucier	2018	\$	332.71	\$	332.71	\$	25.42	\$	358.13	\$	834.65	7759	4/26/2021	Senior		
2021-101	18542	Ray	2021	\$	424.46	\$	424.46	\$	0.02	\$	424.48			7760	4/26/2021	Senior		
2021-102	20414	Merchant	2020	\$	509.47	\$	509.47	\$	5.55	\$	515.02			7761	4/26/2021	Senior		
2021-103	28270	Riggs	2019	\$	225.81	\$	225.81	\$	-	\$	225.81							
	28270	Riggs	2018	\$	224.43	\$	224.43	\$	13.43	\$	237.86	\$	463.67	7762	4/26/2021	Senior		
2021-104	28724	Bottgenbach	2020	\$	437.17	\$	437.17	\$	-	\$	437.17							
	28724	Bottgenbach	2019	\$	395.87	\$	395.87	\$	-	\$	395.87							
	28724	Bottgenbach	2018	\$	290.78	\$	290.78	\$	29.98	\$	320.76	\$	1,153.80	7763	4/26/2021	Senior		
2021-105	41029	Coley	2021	\$	734.96	\$	734.96	\$	-	\$	734.96							
	41029	Coley	2020	\$	1,228.27	\$	1,228.27	\$	18.05	\$	1,246.32	\$	1,981.28	7764	4/26/2021	Senior		
2021-106	8727	Berntsen	2021	\$	346.23	\$	346.23	\$	-	\$	346.23			7777	4/29/2021	Senior		
2021-107	19498	Christensen	2021	\$	99.52	\$	99.52	\$	-	\$	99.52							
	19498	Christensen	2020	\$	587.99	\$	587.99	\$	14.30	\$	602.29	\$	701.81	7778	4/29/2021	Senior		
2021-108	62512	Stewart	2021	\$	325.28	\$	325.28	\$	-	\$	325.28							
	62512	Stewart	2020	\$	203.25	\$	203.25	\$	2.15	\$	205.40	\$	530.68	7779	4/29/2021	Senior		
2021-109	70190	Baker	2021	\$	973.59	\$	973.59	\$	-	\$	973.59							
	70190	Baker	2020	\$	812.56	\$	812.56	\$	-	\$	812.56							
	70190	Baker	2019	\$	825.33	\$	825.33	\$	-	\$	825.33							
	70190	Baker	2018	\$	993.14	\$	993.14	\$	99.75	\$	1,092.89	\$	3,704.37	7823	5/18/2021	Manifest Error		
2021-110	59565	Crook	2021	\$	1,210.44	\$	1,210.44	\$	0.35	\$	1,210.79			7824	5/18/2021	Senior		

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2021-111	26733	Lambert	2020	\$	455.93	\$	455.93	\$	5.48	\$	461.41		7825	5/18/2021	Senior	
2021-112	57241	Gatti	2021	\$	32.52	\$	32.52	\$	0.04	\$	32.56		7826	5/18/2021	Senior	
2021-113	84945	Jenkins	2021	\$	2,524.44	\$	2,524.44	\$	0.83	\$	2,525.27		7827	5/21/2021	Senior	
2021-114	59622	Walker	2020	\$	325.19	\$	325.19	\$	3.99	\$	329.18		7828	5/21/2021	Manifest Error	
2021-115	43440	Roberts	2021	\$	895.02	\$	895.02	\$	0.11	\$	895.13		7829	5/21/2021	Senior	
2021-116	19882	Gau	2021	\$	581.41	\$	581.41	\$	0.06	\$	581.47		7830	5/21/2021	Senior	
2021-117	83220	Avena	2021	\$	656.64	\$	656.64	\$	0.09	\$	656.73		7831	5/21/2021	Senior	
2021-118	28688	Decker	2021	\$	379.33	\$	379.33	\$	-	\$	379.33					
	28688	Decker	2020	\$	338.92	\$	338.92	\$	-	\$	338.92					
	28688	Decker	2019	\$	306.91	\$	306.91	\$	-	\$	306.91					
	28688	Decker	2018	\$	225.72	\$	225.72	\$	27.61	\$	253.33	\$	1,278.49	7832	5/21/2021	Senior
2021-119	22980	Zuriligen	2021	\$	592.04	\$	592.04	\$	0.03	\$	592.07		7833	5/21/2021	Senior	
2021-120	29803	Golberg	2021	\$	846.15	\$	846.15	\$	0.31	\$	846.46		7834	5/21/2021	Senior	
2021-121	23873	Ronda	2020	\$	309.42	\$	309.42	\$	-	\$	309.42					
	23873	Ronda	2019	\$	32.11	\$	32.11	\$	5.17	\$	37.28	\$	346.70	7838	5/28/2021	Manifest Error
2021-122	84963	Caro	2021	\$	203.05	\$	203.05	\$	-	\$	203.05					
	84963	Caro	2020	\$	34.62	\$	34.62	\$	7.79	\$	42.41	\$	245.46	7839	5/28/2021	Senior
2021-123	18035	Kelly	2019	\$	411.64	\$	411.64	\$	13.54	\$	425.18		7840	5/28/2021	Senior	
2021-124	44973	Sorter	2020	\$	1,454.32	\$	1,454.32	\$	22.62	\$	1,476.94		7841	5/28/2021	Senior	
2021-125	68762	Merchant / Morgan	2021	\$	231.03	\$	231.03	\$	-	\$	231.03					
	68762	Merchant / Morgan	2020	\$	179.32	\$	179.32	\$	-	\$	179.32					
	68762	Merchant / Morgan	2019	\$	175.69	\$	175.69	\$	-	\$	175.69					
	68762	Merchant / Morgan	2018	\$	213.74	\$	213.74	\$	19.72	\$	233.46	\$	819.50	7844	6/3/2021	Manifest Error
2021-126	15464	Kitchen	2021	\$	136.95	\$	136.95	\$	-	\$	136.95					
	15464	Kitchen	2020	\$	145.71	\$	145.71	\$	-	\$	145.71					
	15464	Kitchen	2019	\$	136.25	\$	136.25	\$	-	\$	136.25					
	15464	Kitchen	2018	\$	127.70	\$	127.70	\$	13.22	\$	140.92	\$	559.83	7845	6/3/2021	Manifest Error
2021-127	1689	Gilbertson/Lear	2021	\$	44.29	\$	44.29	\$	-	\$	44.29					
	1689	Gilbertson/Lear	2020	\$	47.30	\$	47.30	\$	-	\$	47.30					
	1689	Gilbertson/Lear	2019	\$	39.92	\$	39.92	\$	2.87	\$	42.79	\$	134.38	7846	6/3/2021	Destroyed Property
2021-128	57747	Grosz	2021	\$	588.17	\$	588.17	\$	0.26	\$	588.43		7847	6/10/2021	Senior	
2021-129	61636	Baker/Rosecrants	2021	\$	323.22	\$	323.22	\$	0.11	\$	323.33		7849	6/10/2021	Exempt	
2021-130	51201	McKnight	2020	\$	537.64	\$	537.64	\$	6.80	\$	544.44		7850	6/10/2021	Senior	
2021-131	4194	Bagby	2021	\$	1,053.68	\$	1,053.68	\$	0.30	\$	1,053.98		7851	6/25/2021	Senior	
2021-132	57238	Lavoie	2021	\$	122.41	\$	122.41	\$	0.10	\$	122.51		7855	6/29/2021	Senior	
2021-133	51742	Abbott	2021	\$	280.71	\$	280.71	\$	0.08	\$	280.79		7856	6/29/2021	Senior	
2021-134	19196	McLean	2018	\$	16.66	\$	16.66	\$	0.49	\$	17.15		7857	6/29/2021	Manifest Error	
2021-135	82446	Woelfle	2020	\$	276.56	\$	276.56	\$	7.59	\$	284.15		7868	7/7/2021	Destroyed Property	
2021-136	17364	Taylor	2020	\$	213.84	\$	213.84	\$	-	\$	213.84					
	17364	Taylor	2019	\$	196.57	\$	196.57	\$	-	\$	196.57					
	17364	Taylor	2018	\$	183.65	\$	183.65	\$	15.71	\$	199.36	\$	609.77	7869	7/7/2021	Manifest Error
2021-137	24169	Froemer/Lindsey	2020	\$	1,225.39	\$	1,225.39	\$	15.69	\$	1,241.08		7870	7/7/2021	Destroyed Property	
2021-138	46815	DENC LLC	2021	\$	4,232.30	\$	4,232.30	\$	2.65	\$	4,234.95		7875	7/26/2021	Going Exempt	
2021-139	26678	Stirton	2021	\$	802.47	\$	802.47	\$	0.31	\$	802.78		7876	7/26/2021	Senior	
2021-140	51201	McKnight	2021	\$	141.14	\$	141.14	\$	0.05	\$	141.19		7883	8/9/2021	Senior	
2021-141	60514	Seligmiller	2021	\$	408.55	\$	408.55	\$	0.23	\$	408.78		7884	8/9/2021	Senior	
2021-142	63655	Browning	2021	\$	293.87	\$	293.87	\$	0.13	\$	294.00		7885	8/9/2021	Destroyed Property	
2021-143	17358	Babinski	2020	\$	47.76	\$	47.76	\$	-	\$	47.76					
	17358	Babinski	2019	\$	43.95	\$	43.95	\$	-	\$	43.95					
	17358	Babinski	2018	\$	41.09	\$	41.09	\$	3.71	\$	44.80	\$	136.51	7886	8/9/2021	Manifest Error
2021-144	74558	Blanton	2021	\$	728.42	\$	728.42	\$	-	\$	728.42					
	74558	Blanton	2020	\$	1,484.28	\$	1,484.28	\$	24.50	\$	1,508.78	\$	2,237.20	7887	8/9/2021	Destroyed Property
2021-145	3586	Kopis -VOID	2021	\$	-	\$	-	\$	-	\$	-					
	3586	Kopis -VOID	2020	\$	-	\$	-	\$	-	\$	-	\$	-	7889	8/13/2021	Senior - VOID
2021-146	29019	McCamment	2021	\$	349.65	\$	349.65	\$	0.12	\$	349.77		7893	8/18/2021	Destroyed Property	
2021-147	27454	Baker	2021	\$	15.35	\$	15.35	\$	-	\$	15.35					
	27454	Baker	2020	\$	15.65	\$	15.65	\$	0.43	\$	16.08	\$	31.43	7894	8/18/2021	Destroyed Property
2021-148	58693	Fox	2019	\$	190.80	\$	190.80	\$	14.05	\$	204.85		7895	8/20/2021	Senior	
		Olympic Peninsula Title	2021	\$	122.65	\$	122.65	\$	0.08	\$	122.73		7898	8/23/2021	Exempt	
2021-149	59862	Lowe	2021	\$	470.69	\$	470.69	\$	0.49	\$	471.18		7899	8/23/2021	Senior	
2021-150	63311	Stenzel	2021	\$	145.36	\$	145.36	\$	0.33	\$	145.69		7900	8/23/2021	Senior	
2021-151	58968	Koch	2021	\$	455.57	\$	455.57	\$	0.30	\$	455.87		7901	8/23/2021	Senior	
2021-152	37373	Fiddler	2020	\$	490.43	\$	490.43	\$	-	\$	490.43					
	37373	Fiddler	2019	\$	487.59	\$	487.59	\$	-	\$	487.59					
	37373	Fiddler	2018	\$	496.36	\$	496.36	\$	42.96	\$	539.32	\$	1,517.34	7903	8/27/2021	Senior
2021-153	3586	Mohr/Kopis	2021	\$	59.43	\$	59.43	\$	-	\$	59.43					
	3586	Mohr/Kopis	2020	\$	329.76	\$	329.76	\$	9.14	\$	338.90	\$	398.33	7904	8/24/2021	Senior
2021-154	28707	Merino	2021	\$	152.19	\$	152.19	\$	0.13	\$	152.32		7905	8/24/2021	Senior	
2021-155	57870	Nilde	2021	\$	51.51	\$	51.51	\$	0.73	\$	52.24		7906	8/24/2021	Senior	
2021-156	19138	Trapp	2021	\$	550.45	\$	550.45	\$	0.30	\$	550.75		7907	8/24/2021	Senior	
2021-157	60596	Brann	2021	\$	557.03	\$	557.03	\$	-	\$	557.03					
	60596	Brann	2020	\$	969.48	\$	969.48	\$	-	\$	969.48					
	60596	Brann	2019	\$	947.62	\$	947.62	\$	-	\$	947.62					
	60596	Brann	2018	\$	1,119.40	\$	1,119.40	\$	95.02	\$	1,214.42	\$	3,688.55	7908	8/24/2021	Senior
2021-158	24136	Walker	2020	\$	72.76	\$	72.76	\$	1.08	\$	73.84		7909	8/24/2021	Senior	
2021-159	57549	Ellis	2017	\$	263.26	\$	263.26	\$	4.00	\$	267.26		7910	8/24/2021	Senior	
2021-160	28492	Collier	2021	\$	134.87	\$	134.87	\$	0.11	\$	134.98		7911	9/9/2021	Senior	
2021-161	3993	State DNR	2021	\$	20.49	\$	20.49	\$	-	\$	20.49					
	10054	State DNR	2021	\$	21.38	\$	21.38	\$	-	\$	21.38					
	73400	State DNR	2021	\$	15.53	\$	15.53	\$	-	\$	15.53					
	73421	State DNR	2021	\$	14.88	\$	14.88	\$	-	\$	14.88					
	73426	State DNR	2021	\$	17.53	\$	17.53	\$	-	\$	17.53					

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	16548	State DNR	2021	\$	16.87	\$	16.87	\$	-	\$	16.87					
	32935	State DNR	2021	\$	16.13	\$	16.13	\$	-	\$	16.13					
	32952	State DNR	2021	\$	15.07	\$	15.07	\$	-	\$	15.07	\$	182.27	7912	9/9/2021	Exempt
2021-162	14110	Moghadam	2021	\$	217.22	\$	217.22	\$	0.16	\$	217.38			7918	9/17/2021	Destroyed Property
2021-163	32611	Bowers	2021	\$	3,020.28	\$	3,020.28	\$	2.38	\$	3,022.66			7921	9/28/2021	Senior
2021-164	59755	Kline	2018	\$	736.95	\$	736.95	\$	24.28	\$	761.23			7922	9/28/2021	Senior
2021-165	69274	Gilbrecht	2020	\$	29.85	\$	29.85	\$	-	\$	29.85					
	69274	Gilbrecht	2019	\$	30.57	\$	30.57	\$	1.96	\$	32.53	\$	62.38	7923	9/28/2021	Senior
2021-166	25667	Coakley	2021	\$	484.33	\$	484.33	\$	0.33	\$	484.66			7924	9/28/2021	Senior
2021-167	71416	Northwest Props	2021	\$	832.08	\$	832.08	\$	-	\$	832.08					
	71416	Northwest Props	2020	\$	240.86	\$	240.86	\$	8.78	\$	249.64	\$	1,081.72	7940	10/18/2021	Destroyed Property
2021-168	21438	Smithton and Keener	2021	\$	75.80	\$	75.80	\$	0.06	\$	75.86			7941	10/18/2021	Destroyed Property
2021-169	43066	Norris and Landbeck	2021	\$	248.90	\$	248.90	\$	0.21	\$	249.11			7942	10/18/2021	Senior
2021-170	37712	Marcus	2021	\$	380.95	\$	380.95	\$	0.29	\$	381.24			7943	10/18/2021	Senior
2021-171	36632	Stewart	2021	\$	749.92	\$	749.92	\$	0.35	\$	750.27			7944	10/18/2021	Senior
2021-172	76943	Nilsen	2021	\$	1,259.07	\$	1,259.07	\$	1.13	\$	1,260.20			7945	10/18/2021	Senior
2021-173	47172	Beery	2021	\$	162.31	\$	162.31	\$	0.16	\$	162.47			7946	10/18/2021	Senior
2021-174	67706	Springob	2021	\$	3,625.57	\$	3,625.57	\$	-	\$	3,625.57					
	67706	Springob	2020	\$	2,522.09	\$	2,522.09	\$	70.60	\$	2,592.69	\$	6,218.26	7947	10/18/2021	Senior
2021-175	85669	RealTrust	2021	\$	267.31	\$	267.31	\$	0.23	\$	267.54					
	85670	RealTrust	2021	\$	267.31	\$	267.31	\$	0.23	\$	267.54	\$	535.08	7949	10/25/2021	BOE
2021-176	71296	Tobin	2021	\$	3,205.45	\$	3,205.45	\$	1.01	\$	3,206.46			7950	10/25/2021	Senior
2021-177	80242	Seward	2021	\$	205.15	\$	205.15	\$	0.20	\$	205.35			7951	10/28/2021	Senior
2021-178	51391	Ridgeway	2021	\$	32.05	\$	32.05	\$	0.83	\$	32.88			7952	10/28/2021	Senior
2021-179	52016	Willson	2021	\$	1,212.72	\$	1,212.72	\$	0.95	\$	1,213.67			7953	10/28/2021	Senior
2021-180	58049	Dowell	2021	\$	1,689.78	\$	1,689.78	\$	0.29	\$	1,690.07			7954	10/28/2021	Senior
2021-181	58537	Bryant	2021	\$	555.24	\$	555.24	\$	0.57	\$	555.81			7955	10/28/2021	Senior
2021-182	6380	Moody	2021	\$	26.89	\$	26.89	\$	-	\$	26.89					
	6380	Moody	2020	\$	28.93	\$	28.93	\$	-	\$	28.93					
	6380	Moody	2019	\$	24.47	\$	24.47	\$	2.25	\$	26.72	\$	82.54	7958	10/29/2021	Destroyed Property
				\$	-	\$	-	\$	-	\$	-					
				\$	-	\$	-	\$	-	\$	-					
				\$	-	\$	-	\$	-	\$	-					
				\$	404.99	\$	404.99	\$	0.06	\$	405.05					
				\$	536.18	\$	536.18	\$	-	\$	536.18					
				\$	-	\$	-	\$	-	\$	-					
		Bramlett		\$	(733.41)	\$	(733.41)	\$	(0.13)	\$	(733.54)	void				
				\$	-	\$	-	\$	-	\$	-					
				\$	149,200.06	\$	149,200.06	\$	1,775.87	\$	150,975.93					
		Corrections		\$	-	\$	-	\$	-	\$	(1,922.04)					
		Corrected Balance		\$	149,200.06	\$	149,200.06	\$	1,775.87	\$	149,053.89					
		PACS Balances		\$	-	\$	-	\$	-	\$	-					

Clallam County Treasurer
2021 Refund Petitions for the 2022 Levy

CITY	
CITY OF FORKS	\$14.09
CITY OF PORT ANGELES	\$9,102.03
CITY OF SEQUIM	\$1,450.38
COUNTY	
COUNTY	\$12,527.07
DEVELOPMENT DISABILITIES	\$279.66
LAND ASSESSMENT	\$13.51
VETERAN'S RELIEF	\$125.61
ROADS	\$7,478.98
CONSERVATION FUTURE	\$225.17
FIRE	
FIRE DIST #1	\$159.43
FIRE DIST #2	\$1,309.81
FIRE DIST #3 BOND	\$2,360.54
FIRE DIST #3	\$7,291.84
FIRE DIST #4	\$285.48
FIRE DIST #5	\$38.15
FIRE DIST #6	\$42.39
HOSPITAL	
HOSPITAL #1 EMS	\$69.08
HOSPITAL #1	\$197.48
HOSPITAL #2	\$5,194.76
LIBRARY	
LIBRARY	\$4,929.21
OTHER CP & BONDS	
PORT CAPITAL IMPROVEMENT	\$1,796.92
QUILLAYUTE VALLEY P&R BOND	\$278.13
SCHOOL	
SCHOOL DIST #121 CP	\$8,525.40
SCHOOL DIST #121	\$16,957.72
SCHOOL DIST #313 CP	\$261.24
SCHOOL DIST #313	\$1,367.52
SCHOOL DIST #323 CP	\$4,365.54
SCHOOL DIST #323	\$13,460.70
SCHOOL DIST #401 BOND	\$332.82
SCHOOL DIST #401	\$483.25
SCHOOL DIST #402 BOND	\$1,172.24
SCHOOL DIST #402	\$819.47
STATE	
STATE LEVY - STATE PT 2	\$22,238.78
STATE LEVY - STATE SCH	\$22,000.11
POOL	
WILLIAM SHORE MET PARK	\$1,899.38

TOTAL REFUNDS \$149,053.89



AGENDA ITEM SUMMARY

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

5
1/18/22

Department: Treasurer

WORK SESSION ☒ Meeting Date: 1/18/22

REGULAR AGENDA ☒ Meeting Date: 1/25/22

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:

RCW 84.56.240 states: "If the county treasurer is unable, for the want of goods or chattels whereupon to levy, to collect by distress or otherwise, the taxes, or any part thereof, which may have been assessed upon the personal property of any person or corporation, or an executor or administrator, guardian, receiver, accounting officer, agent or factor, the treasurer shall file with the county legislative authority, on the first day of February following, a list of such taxes, with an affidavit of the treasurer or of the deputy treasurer entrusted with the collection of the taxes, stating that the treasurer had made diligent search and inquiry for goods and chattels wherewith to make such taxes, and was unable to make or collect the same. The county legislative authority shall cancel such taxes as the county legislative authority is satisfied cannot be collected."

As indicated in the attached affidavit, the Treasurer's office has diligently sought to collect the taxes reflected in the attached list.

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?** ☐

All these taxes were due in prior years and cancelling them does not impact the current year budget.

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

That the BOCC cancel the taxes reflected on the attached list.

County Official signature & print name: Teresa Marchi Teresa Marchi, Treasurer

Name of Employee/Stakeholder attending meeting: Jill Landes, Deputy Treasurer

Relevant Departments: Treasurer

Date submitted: January 12, 2022
~~11, 2023~~

* 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)



Clallam County Treasurer's Office

Teresa Marchi, Treasurer

223 E 4th St, Suite 3

Port Angeles, WA 98362

Phone: (360) 417-2344 / Fax: (360) 417-2252

web_treasurer@co.clallam.wa.us

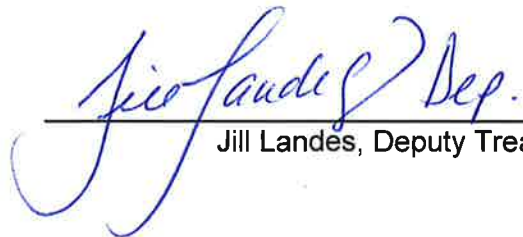
AFFIDAVIT OF UNCOLLECTIBLE PERSONAL PROPERTY TAXES

I hereby declare as follows:

1. I am the Deputy Treasurer entrusted with the collection of personal property taxes.
2. The Treasurer's office has made diligent search and inquiry for goods and chattels wherewith to make such personal property taxes as outlined in the attached list, consisting of the following:
 - The personal property which is the basis for the taxes cannot be located, and:
 - Multiple letters and notices were sent; and
 - The taxes were incurred by a corporate or limited liability entity, which is now inactive, or
 - The taxes were incurred by a sole proprietor, who cannot be located, or who has moved out of state, and/or who has no real property against which to attach a lien, or
 - The cost to collect is starting to exceed the amount owed.
3. Despite such diligent efforts, the Treasurer's office has been unable to make or collect the same.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated January 11, 2022.


Jill Landes, Deputy Treasurer

January 2022

Clallam County Treasurer's Office requests that the following Personal Property Taxes be cancelled.

Year	Number	Name	Base Amount*	Taxing District	Type	Reason for Cancellation
Personal Property Accounts						
2020	85535	Certified Medical Supply Inc	\$ 28.60	10	COMM	out of business - multiple attempts to collect
2021	85535	Certified Medical Supply Inc	\$ 43.90	10	COMM	
2019	78492	Holly Companies Corp	\$ 1,030.47	20	COMM	out of business - multiple attempts to collect
2021	78492	Holly Companies Corp	\$ 930.03	20	COMM	
2021	70892	Fields Shotwell Corp	\$ 27.71	10	COMM	out of business- multiple attempts to collect
2021	70891	Jonathan Shotwell Corp	\$ 93.94	10	COMM	out of business - multiple attempts to collect
2020	15028	Portside Texaco	\$ 477.29	10	COMM	out of business - multiple attempts to collect
2021	15028	Portside Texaco	\$ 720.61	10	COMM	out of business - multiple attempts to collect
2021	47021	St George Enterprises LLC	\$ 31.03	102	COMM	out of business - multiple attempts to collect
2020	83930	Skunkworks	\$ 144.09	20	COMM	out of business - multiple attempts to collect
2021	83930	Skunkworks	\$ 103.21	20	COMM	out of business - multiple attempts to collect
2020	84835	Canoga Medical Supply inc	\$ 16.51	10	COMM	out of business - multiple attempts to collect
2021	84835	Canoga Medical Supply inc	\$ 15.80	10	COMM	out of business - multiple attempts to collect
2021	84296	First American Commercial Bancorp Inc	\$ 4.91	202	COMM	Too Small under \$ 500 next year
2021	85847	NLS Equipment Finance LLC	\$ 4.83	20	COMM	Too Small under \$500 next year
2020	78383	Far West Machine and Hydraulics	\$ 384.52	50	COMM	owner deceased -business dissolved unable to collect
2021	78383	Far West Machine and Hydraulics	\$ 368.83	50	COMM	owner deceased -business dissolved unable to collect
			\$4,426.28	Collection Fees, Penalty & Interest - NOT INCLUDED		



RESOLUTION _____, 2022

CANCELING UNCOLLECTIBLE PERSONAL PROPERTY TAXES

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to the requirement of RCW 84.56.240, the Treasurer submitted a list of personal property taxes the Treasurer's Office has been unable to collect, together with an affidavit of the Deputy Treasurer outlining the diligent efforts that were made to collect the same.
2. Based on the information provided, the Board of County Commissioners is satisfied that the personal property taxes included in the submitted list cannot be collected.
3. The Board of County Commissioners is further satisfied that Treasurer Marchi is diligently and aggressively pursuing the collection of personal property taxes, and specifically finds that she is not willfully refusing or neglecting to collect personal property taxes.
4. Pursuant to RCW 84.56.240, the county legislative authority shall cancel such taxes as the county legislative authority is satisfied cannot be collected.

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

1. That Treasurer Marchi is diligently and aggressively pursuing the collection of personal property taxes.
2. That the personal property taxes outlined in the attached list is canceled as uncollectible.

PASSED AND ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Bill Peach



AGENDA ITEM SUMMARY

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

6
1/18/22

Department: Superior Court

WORK SESSION ☒ Meeting Date: 1/18/2022

REGULAR AGENDA ☒ Meeting Date: 2/25/2022

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 861.22.001 (Replaces 861.21.001) | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Superior Court is asking for approval of a contract renewal between the Salish Behavioral Health Organization (SBHO) and Clallam County Superior Court called the Criminal Justice Treatment Account (CJTA) which support our therapeutic courts.

The CJTA funds are set aside by the State of Washington for the betterment of therapeutic courts for support of offenders with a substance use disorder (RCW 71.24.580). These funds are available and distributed on a yearly basis. The contract period for this renewal is from January 1, 2022, through December 31, 2022, for the total amount of \$196,106 to be split between (5) entities with the agreement that \$20,800 of the funds will be set aside for in-jail services leaving a total of \$175,306 to be distributed equally to each of the (5) entities in the amount of \$35,061 each. In addition, an \$7,500 of the Superior Court funds will be allocated to Cedar Grove to use for pro social activities. Therefore, the total funds for Superior Court are \$27,561.

Superior Court is asking the Board to approve this contract for the use of providing services for Drug Court participants. Superior Court will pay for services outlined in the contract agreement and submit reimbursement requests to the SBHO on a monthly basis.

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?** ☐
Superior Court will provide a budget change form if the contract renewal is approved.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
We are asking the Board to approve this CJTA contract.

County Official signature & print name: Brent Basdei BRENT BASDEI

Name of Employee/Stakeholder attending meeting: Lacey Fors

Relevant Departments: Superior Court, Drug Court
Date submitted:

**CONTRACT AMENDMENT
A**

(861.22.001)
<replaces 861.21.001>

This CONTRACT AMENDMENT is made and entered into between SALISH BEHAVIORAL HEALTH ORGANIZATION, through Kitsap County, as its administrative entity, a political subdivision of the State of Washington, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "SBHO", and Clallam County Superior Court, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-484-20 and executed on December 14, 2020, shall be amended as follows:

1. Page 1 shall be amended as follows:
Contract Amount is increased by \$27,561 increasing the contract total from \$35,061 to \$62,622.
Contract end date is extended from December 31, 2021 to December 31, 2022. Amended contract period January 1, 2021 – December 31, 2022.
2. **Attachment B:** CJTA Statement of work is deleted and replaced as attached.
3. **Attachment B-1:** Quarterly CJTA Reporting Template is attached.
4. **Attachment C: Budget** is deleted entirely and replaced as attached.
5. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:
Program Lead, Salish Behavioral Health Organization
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366.
Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.
6. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments,

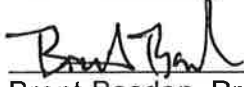
addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon January 1, 2022.

CONTRACTOR

**SALISH BEHAVIORAL HEALTH
ORGANIZATION, By KITSAP COUNTY
BOARD OF COMMISSIONERS, Its
Administrative Entity**

Mark Ozias, Chair
Clallam County Board of
Commissioners

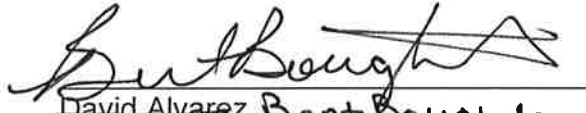


Brent Basden, Presiding Judge

Edward E. Wolfe, Chair

Charlotte Garrido, Commissioner

Robert Gelder, Commissioner



~~David Alvarez~~ Bert Boughton
Chief Deputy Prosecutor
AS TO Form only

ATTEST:

Dana Daniels, Clerk of the Board

Criminal Justice Treatment Account (CJTA)

1. In RSAs where funding is provided, the Contractor shall be responsible for treatment and Recovery Support Services using specific eligibility and funding requirements for CJTA in accordance with RCW 71.24.580 and RCW 2.30.030. CJTA funds must be clearly documented and reported in accordance with section 9.3.1.8.
2. The Contractor shall implement any local CJTA plans developed by the CJTA panel and approved by HCA and/or the CJTA Panel established in 71.24.580(5)(b).
3. CJTA Funding Guidelines:
 - a. In accordance with RCW 2.30.040, if CJTA funds are managed by a Drug Court, then it is required to provide a dollar-for-dollar participation match for services to Individuals who are receiving services under the supervision of a drug court.
 - b. No more than 10 percent of the total CJTA funds can be used for the following support services combined:
 - i. Transportation; and
 - ii. Child Care Services.
4. The contractor may not use more than 30 percent of their total annual allocation for providing treatment services in jail.
5. Services that can be provided using CJTA funds are:
 - a. Brief Intervention (any level, assessment not required);
 - b. Acute Withdrawal Management (ASAM Level 3.2WM);
 - c. Sub-Acute Withdrawal Management (ASAM Level 3.2WM)
 - d. Outpatient Treatment (ASAM Level 1);
 - e. Intensive Outpatient Treatment (ASAM Level 2.1);
 - f. Opiate Treatment Program (ASAM Level 1);
 - g. Case Management (ASAM Level 1.2);
 - h. Intensive Inpatient Residential Treatment (ASAM Level 3.5);
 - i. Long-term Care Residential Treatment (ASAM Level 3.3);
 - j. Recovery House Residential Treatment (ASAM Level 3.1);
 - k. Assessment (to include Assessments done while in jail);

Statement of Work for Criminal Justice Treatment Account: Effective January 1, 2021

- I. Interim Services;
- m. Community Outreach;
- n. Involuntary Commitment Investigations and Treatment;
- o. Room and Board (Residential Treatment Only);
- p. Transportation;
- q. Childcare Services;
- r. Urinalysis;
- s. Treatment in the jail, limited to 8 sessions that may include:
 - i. Engaging individuals in SUD treatment;
 - ii. Referral to SUD services;
 - iii. Administration of Medications for the treatment of Opioid Use Disorder (MOUD) to include the following
 - 1. Screening for medications for MOUD
 - 2. Cost of medications for MOUD
 - 3. Administration of medications for MOUD
 - iv. Coordinating care;
 - v. Continuity of care; and
 - vi. Transition planning.
- t. Employment services and job training;
- u. Relapse prevention;
- v. Family/marriage education;
- w. Peer-to-peer services, mentoring and coaching;
- x. Self-help and support groups;
- y. Housing support services (rent and/or deposits);
- z. Life skills;
- aa. Spiritual and faith-based support;

Statement of Work for Criminal Justice Treatment Account: Effective January 1, 2021

bb. Education; and

cc. Parent education and child development.

6. The County SJTA Committee shall participate with SBHASO and with the local legislative authority for the county to facilitate the planning requirement as described in RCW 71.24.580(6).

7. MAT in Therapeutic Courts

Per RCW 71.24.580, "If a region or county uses criminal justice treatment account funds to support a therapeutic court, the therapeutic court must allow the use of all medications approved by the federal food and drug administration for the treatment of opioid use disorder as deemed medically appropriate for a participant by a medical professional. If appropriate medication-assisted treatment resources are not available or accessible within the jurisdiction, the Health Care Authority's designee for assistance must assist the court with acquiring the resource."

1. The Contractor, under the provisions of this contractual agreement, will abide by the following guidelines related to CJTA and Therapeutic Courts:
 - a. The Contractor must have policy and procedures allowing Participants at any point in their course of treatment to seek FDA-approved medication for any substance use disorder and ensuring the agency will provide or facilitate the induction of any prescribed FDA approved medications for any substance use disorder.
 - b. The Contractor must have policy and procedures in place ensuring they will not deny services to Enrollees who are prescribed any of the Federal Drug Administration (FDA) approved medications to treat all substance use disorders.
 - a. The Contractor may not have policies and procedures in place that mandate titration of any prescribed FDA approved medications to treat any substance use disorder, as a condition of participants being admitted into the program, continuing in the program, or graduating from the program, with the understanding that decisions concerning medication adjustment are made solely between the participant and their prescribing provider.
 - b. The Contractor must notify the SBHASO if it discovers that a CJTA funded Therapeutic program is practicing any of the following:
 - i. Requiring discontinuation, titration, or alteration of their medication regimen as a precluding factor in admittance into a Therapeutic Court program;
 - ii. Requiring participants already in the program discontinue MOUD in order to be in compliance with program requirements;

Statement of Work for Criminal Justice Treatment Account: Effective January 1, 2021

- iii. Requiring discontinuation, titration, or alteration of their MOUD medication regimen as a necessary component of meeting program requirements for graduation from a Therapeutic Court program.
- c. All decisions regarding an individual's amenability and appropriateness for MOUD will be made by the individual in concert with the Individuals medical professional.

8. CJTA Quarterly Progress Report

- a. The Contractor will submit a CJTA Quarterly Progress Report within thirty (30) calendar days of the state fiscal quarter end using the reporting template. CJTA Quarterly Progress Report must include the following program elements:
 - i. Number of Individuals served under CJTA funding for that time period;
 - ii. Barriers to providing services to the criminal justice population;
 - iii. Strategies to overcome the identified barriers;
 - iv. Training and technical assistance needs;
 - v. Success stories or narratives from Individuals receiving CJTA services; and
 - vi. If a therapeutic court provides CJTA funded services: the number of admissions of Individuals into the program who were either already on medications for opioid use disorder, referred to a prescriber of medications for opioid use disorder, or were provided information regarding medications for opioid use disorder.

Budget Summary			
Contractor:	Clallam County Superior Court		
Contract No:	KC-484-20 A		
Contract Period:	01/01/21- 12/31/22		
Expenditure	Previous Period	Changes this Contract	Current
Contract Period: 1/1/2021-12/31/2021			
Criminal Justice Treatment Account	\$35,061	\$0	\$35,061
Budget Total			\$35,061
Contract Period: 1/1/2022-12/31/2022			
Criminal Justice Treatment Account	0	\$27,561	\$27,561
Budget Total			\$27,561
Contract Total	\$35,061	\$27,561	\$62,622

Available Budget: Cost reimbursement

All rates are all-inclusive.

ATTACHMENT D: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “**Agreement**”) is effective as of the 1st day of January, 2021 (“**Effective Date**”) by and between SALISH BEHAVIORAL HEALTH-ADMINISTRATIVE SERVICES ORGANIZATION (SBHASO) and Clallam County Superior Court (**Contractor**) (individually, a “**Party**” and, collectively, the “**Parties**”).

- A. The Parties wish to enter into this Agreement to comply with the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be amended from time to time (collectively, “**HIPAA**”).
- B. SBHASO is a behavioral health-administrative services organization, a Business Associate of certain upstream Covered Entities (“**Upstream Covered Entities**”), and a lawful holder of Part 2 Information, as defined below, as provided under the Confidentiality of Alcohol and Drug Abuse Patient Records regulations at 42 CFR Part 2 (“**Part 2**”). SBHASO also formerly was a Covered Entity and may continue to Use, Disclose, and maintain PHI from when it was a Covered Entity.
- C. The Parties have entered into one or more arrangements (collectively, the “**Service Contract**”) under which Contractor will provide certain services to SBHASO that may involve Contractor creating, receiving, maintaining, or transmitting PHI, as defined below, and Contractor may be considered a Subcontractor Business Associate of SBHASO under HIPAA and a subcontractor of a lawful holder under Part 2.

NOW, THEREFORE, in consideration of the Parties’ continuing obligations under the Service Contract, their compliance with HIPAA and Part 2, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to this Agreement.

- I. **DEFINITIONS.** Except as otherwise defined in this Agreement, capitalized terms in this Agreement shall have the definitions set forth in HIPAA. “**Individual**” shall have the same meaning as the term “Individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g). “**Part 2 Information**” means alcohol abuse, drug abuse, or substance use disorder information covered by Part 2. “**PHI**” shall have the same meaning as the term “Protected Health Information” that is created, received, maintained, or transmitted by Contractor from or on behalf of SBHASO. PHI includes, without limitation, Electronic PHI, mental health information, sexually transmitted disease information, and Part 2 Information. “**PII**” means personally identifiable information as defined under Washington law.

II. **PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

- 2.1 **Performance of Service Contract.** Contractor may use and disclose PHI and PII to perform functions, activities, or services for, or on behalf of, SBHASO as specified in the Service Contract as long as the use or disclosure would not violate HIPAA, Part 2, and state and federal laws (collectively, “**Law**”), if done by Salish BH-ASO or an Upstream Covered Entity.
- 2.2 **Management; Administration; Legal Responsibilities.** Contractor may use PHI and PII for its proper management and administration and to fulfill its legal responsibilities, as long as the uses are permitted under Law for an Upstream Covered Entity, SBHASO, and Contractor.
- 2.3 **Required by Law.** Except as otherwise limited in this Agreement, Contractor may disclose PHI and PII as Required by Law. Contractor shall: (i) to the extent permitted by Law, immediately notify SBHASO prior to the disclosure; (ii) cooperate with SBHASO in making any disclosures

Required by Law, including efforts to challenge or limit the disclosure; and (iii) provide a copy of all information disclosed relating to this Agreement or the Service Contract.

- 2.4 **De-Identified Information.** Contractor may not use or disclose PHI or PII to create de-identified information or Limited Data Sets or to otherwise anonymize or aggregate PHI or PII for its own use or disclosure, without prior, express, written approval from SBHASO.
- 2.5 **Minimum Necessary.** Contractor shall make all reasonable efforts to access, use, disclose, or request only the minimum necessary amount of PHI or PII to accomplish the intended, permitted purpose of the access, use, disclosure, or request. Contractor shall comply with SBHASO's policies and procedures concerning minimum necessary requirements. The Parties shall collaborate in determining what quantum of information constitutes the "minimum necessary" amount for Contractor to accomplish its intended purposes.

III. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.

- 3.1 **Compliance with this Agreement.** Notwithstanding anything to the contrary, Contractor agrees to not use or further disclose PHI or PII other than as permitted or required by this Agreement or as Required by Law.
- 3.2 **Safeguards.** Contractor agrees to: (i) use appropriate safeguards to prevent use or disclosure of PHI and PII other than as provided for by this Agreement; (ii) implement the administrative, physical, and technical safeguards of the Security Standards for the Protection of Electronic Protected Health Information (the "**Security Rule**") that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI; (iii) comply with those requirements under the Security Rule that apply to Business Associates; and (iv) implement appropriate safeguards to protect Part 2 Information.
- 3.3 **Notification.**
 - 3.3.1 **Impermissible Use or Disclosure.** Contractor shall report to SBHASO any use or disclosure of PHI or PII not permitted under this Agreement, regardless of whether the use or disclosure rises to the level of a Breach.
 - 3.3.2 **Security Incident.** Contractor shall report to SBHASO any Security Incident of which Contractor becomes aware, regardless of whether the Security Incident rises to the level of a Breach. This Agreement constitutes notification of "unsuccessful" Security Incidents that do not present a risk to PHI or PII such as: (i) "pings" on an information system firewall; (ii) port scans; and (iii) attempts to log on to an information system or enter a database with an invalid password or user name.
 - 3.3.3 **Breach Notification.** Contractor shall report any Breach of Unsecured PHI, as required by the Notification of a Breach of Unsecured Protected Health Information Standards (the "**Breach Notification Rule**").
 - 3.3.4 **Part 2 Information.** Contractor shall report to SBHASO unauthorized uses, disclosures, or breaches of Part 2 Information.
 - 3.3.5 **Reporting Requirements.** Contractor shall make the report as soon as practical and in any event within five (5) business days of Contractor's discovery of one of the events described in Sections 3.3.1, 3.3.2, 3.3.3, and 3.3.4 (each, an "**Event**"). Contractor shall supplement the information provided in the report as it becomes available. An Event shall be treated as discovered by Contractor as of the first day on which the Event is known to Contractor or, through the exercise of reasonable diligence, would have been known to Contractor.

- 3.3.6 **Content of Notification.** Contractor shall provide: (i) information as required by the Breach Notification Rule and to fully inform SBHASO of each Event; and (ii) any additional information requested by SBHASO. At a minimum, the report of an Event shall include, to the extent possible:
- (a) The identification of each Individual whose PHI or PII has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during or as a result of the Event;
 - (b) A brief description of what happened, including the date of the Event and the date of discovery of the Event;
 - (c) A description of the types of PHI or PII involved in the Event (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (d) Any steps Individuals should take to protect themselves from potential harm resulting from the Event;
 - (e) A brief description of what Contractor is doing to investigate the Event, to mitigate harm to Individuals, and to protect against any further Events; and
 - (f) Contact procedures for SBHASO or Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 3.4 **Subcontractors.** Contractor shall ensure any Subcontractor whom Contractor permits to create, receive, maintain, or transmit PHI or PII on behalf of Contractor or SBHASO, agrees in writing: (i) to the same restrictions and conditions that apply through this Agreement to Contractor; and (ii) to comply with the requirements of the Security Rule that apply to Business Associates. Contractor shall not permit a Subcontractor to create, receive, maintain, or transmit PHI or PII unless Contractor has performed adequate due diligence on the Subcontractor and found Subcontractor's safeguards appropriate.
- 3.5 **Restrictions.** Contractor agrees to comply with any requests for restrictions on certain uses and disclosures of PHI or PII of which SBHASO informs Contractor.
- 3.6 **Access.** At the request of SBHASO, within ten (10) business days, unless a shorter time period is requested, in the manner, form, and format requested by SBHASO, Contractor shall make available PHI and PII so that SBHASO or an Upstream Covered Entity may respond to an Individual's request for access to PHI and PII in accordance with the Standards for Privacy of Individually Identifiable Health Information (the "**Privacy Rule**") and other Law. In the event an Individual requests from Contractor access to PHI or PII, Contractor, to the extent permitted by Law, shall forward the request to SBHASO within two (2) business days.
- 3.7 **Amendment.** At the request of SBHASO in a reasonable time and manner and in the form and format requested by SBHASO, Contractor shall make amendments to PHI and PII so that SBHASO or an Upstream Covered Entity may respond to an Individual's request for an amendment by SBHASO in accordance with the Privacy Rule and other Law. In the event an Individual requests from Contractor any amendments, to the extent permitted by Law, Contractor shall forward the request to SBHASO within two (2) business days.
- 3.8 **Accounting of Disclosures.** Contractor shall document any disclosures that are required to be in an accounting of disclosures under the Privacy Rule and, upon request, shall provide information required to be included in an accounting of disclosures to SBHASO to permit SBHASO or an Upstream Covered Entity to comply with the Privacy Rule and other Law. In the event an Individual requests from Contractor, an accounting of disclosures, to the extent

permitted by law, Contractor shall forward the request to Salish BH-ASO within two (2) business days.

- 3.9 **Disclosures to the Secretary.** Contractor agrees that it will make its internal practices, books, and records available to the Secretary of the United States Department of Health and Human Services (the “Secretary”), for the purpose of determining an Upstream Covered Entity’s, SBHASO’s or Contractor’s compliance with HIPAA, and to SBHASO for the purpose of determining Contractor’s compliance with this Agreement, HIPAA, and other Law, in a time and manner designated by the Secretary or SBHASO. Contractor: (i) immediately shall notify Salish BH-ASO of any requests from the Secretary pertaining to an investigation of an Upstream Covered Entity’s, SBHASO’s, or Contractor’s compliance with HIPAA; (ii) cooperate with Salish BH-ASO in responding to the Secretary’s request; and (iii) provide to SBHASO a copy of all documents provided to the Secretary.

3.10 **Part 2 Information.**

3.10.1 **Part 2 Obligations of Contractor.** To the extent that, in performing services for or on behalf of SBHASO under the Service Contract, Contractor uses, discloses, maintains, or transmits Part 2 Information, Contractor acknowledges and agrees that it: (i) is fully bound by Part 2; (ii) with respect to Part 2 Information received by SBHASO pursuant to an authorization or consent, will limit its use and disclosure of Part 2 Information to Payment and Health Care Operations purposes; and (iii) if necessary, will resist in judicial proceedings any efforts to obtain access to Part 2 Information except as permitted by Part 2.

3.10.2 **Notice.** 42 CFR Part 2 prohibits unauthorized disclosure of these records.

3.10.3 **Redisclosure.** Contractor shall not redisclose Part 2 Information to a third party unless the third party is a contract agent of Contractor helping Contractor provide services under the Service Contract and only as long as the agent further discloses Part 2 Information only back to Contractor or SBHASO.

3.10.4 **Compliance.** Contractor acknowledges that any unauthorized disclosure of Part 2 Information may be a federal criminal offense.

- 3.11 **Sexually Transmitted Disease Information Notice.** With respect to sexually transmitted disease information: This information has been disclosed to you (Contractor) from records whose confidentiality is protected by state law. State law prohibits you from making any further disclosure of it without the specific written authorization for the release of medical or other information is NOT sufficient for this purpose.

- 3.12 **Covered Entity Obligations.** To the extent that Contractor is to carry out one or more of Covered Entity obligations under the Privacy Rule, Contractor shall comply with the requirements of the Privacy Rule that apply to a Covered Entity in the performance of the obligations.

- 3.13 **On-Site Services.** Contractor agrees that, while present at any SBHASO facility and/or when accessing SBHASO’s computer networks, it and all of its Workforce, agents, and Subcontractors at all times will comply with any network access and other security practices, policies, and procedures established by SBHASO including, without limitation, those established pursuant to HIPAA.

- 3.14 **No Sale of PHI.** Contractor agrees that it will not directly or indirectly receive remuneration in exchange for any PHI or PII without: (a) the written authorization of each applicable Individual, except when expressly permitted by the Privacy Rule; and (b) the advance written permissions of SBHASO.

- 3.15 **No Impermissible Marketing or Fundraising Communication.** Contractor agrees that it will not engage in Marketing or fundraising communications that would not be permitted by SBHASO or an Upstream Covered Entity under HIPAA.
- 3.16 **Mitigation.** Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI or PII by Contractor in breach of this Agreement, failure to comply with applicable Law, and any Event, as defined in Section 3.3.
- 3.17 **Compliance with Applicable Law.** Contractor shall comply with applicable Law. Contractor shall not act or fail to act in a manner that causes SBHASO to not be in compliance with applicable Law.

IV. OBLIGATIONS OF SBHASO. SBHASO shall not request Contractor to act in a manner that is not permissible under HIPAA.

V. TERM AND TERMINATION.

- 5.1 **Term.** The term of this Agreement shall be effective as of the Effective Date and shall terminate upon the expiration or termination of the Service Contract.
- 5.2 **Termination.** Upon SBHASO's knowledge of a material breach by Contractor of its obligations under this Agreement, SBHASO may notify Contractor, and Contractor shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. Notwithstanding anything to the contrary in the Service Contract, if Contractor fails to cure the breach or end the violation within the designated time period, then SBHASO immediately may terminate the Service Contract upon notice.
- 5.3 **Effect of Termination.**
- 5.3.1 **Return or Destruction.** Except as provided in 5.3.2, upon termination of this Agreement, Contractor, within ten (10) days, shall return or destroy all PHI and PII. Any destruction shall be in a manner consistent with HIPAA and related guidance. This provision also shall apply to PHI and PII that is in the possession of agents or Subcontractors of Contractor. Neither Contractor nor its agents or Subcontractors shall retain copies of the PHI. Upon request, Contractor shall provide a certificate of appropriate destruction of the PHI and PII.
- 5.3.2 **Continued Protections.** In the event that Contractor determines that returning or destroying the PHI and PII is infeasible, Contractor shall provide within ten (10) days to SBHASO notification of the conditions that make return or destruction infeasible of PHI and PII. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible and to the extent Contractor retains knowledge of the PHI and PII, Contractor shall extend the protections of this Agreement to the PHI and PII and limit further uses and disclosures of the PHI and PII to those purposes that make the return or destruction infeasible, for as long as Contractor maintains, or retains knowledge of, the PHI or PII.

VI. MISCELLANEOUS.

- 6.1 **Indemnification Obligation.** Notwithstanding anything to the contrary in the Service Contract, Contractor will indemnify, defend at SBHASO's request, and hold harmless SBHASO, its Workforce, County Authorities Executive Committee, Advisory Board, partners, agents, and Subcontractors (collectively "**SBHASO Indemnified Parties**") from and against any and all claims, actions, investigations, proceedings, losses, liability, damages, costs, and expenses (including attorneys' fees, costs of defense, and costs of investigation, mitigation, remediation, and notification) incurred or suffered by an SBHASO Indemnified Party (collectively, "**Damages**") that

arise out of, result from, allege, or relate to any of the following: (i) Contractor's breach of this Agreement, including any breach of any representation or warranty; (ii) any Event reported by Contractor under this Agreement; (iii) any violation of Law by or caused by Contractor or its Workforce, agents, or Subcontractors; or (iv) any negligent act or omission, willful misconduct, strict liability, or fraud by or of Contractor or its Workforce, agents, or Subcontractors.

- 6.2 **Coverage of Costs.** In addition, and without limitation of Supplier's obligations under Section 6.1, Supplier will pay the reasonable costs incurred by SBHASO and any affected Upstream Covered Entities in connection with the following items with respect to any Event: (a) any investigation to determine the cause of an Event, including forensic consultations; (b) legal advice regarding an Event; (c) provision of notification of an Event to affected Individuals, applicable government, relevant industry self-regulatory agencies, and the media; (d) provision of credit monitoring and/or identity theft services to affected Individuals; (e) operation of a call center to respond to questions from Individuals; and (f) other reasonable mitigation efforts as deemed necessary or appropriate by SBHASO and any affected Upstream Covered Entity.
- 6.3 **Process for Indemnification.** SBHASO will notify Contractor of any Damages for which it seeks indemnification. Upon a SBHASO request for defense, Contractor will use counsel reasonably satisfactory to the SBHASO Indemnified Parties to defend each claim related to the Damages and will keep the SBHASO Indemnified Parties informed of the status of the defense of each of the Damages. SBHASO will give Contractor reasonable assistance, at Contractor's expense, as Contractor may reasonably request. SBHASO will provide Contractor the opportunity to assume sole control over defense and settlement, as long as Contractor will not consent to the entry of any judgment or enter into any settlement without the SBHASO Indemnified Parties' prior written consent, which will not be unreasonably withheld. Any SBHASO Indemnified Party may participate in the defense at its own expense. Contractor's duty to defend is independent of its duty to indemnify, to mitigate, or to cover costs.
- 6.4 **Not Limited by Insurance Coverage.** Contractor's indemnification, mitigation, coverage of costs, and defense obligations will not be limited in any manner whatsoever by any required or other insurance coverage maintained by Contractor.
- 6.5 **No Limitations on Liability.** Notwithstanding any other provision of this Agreement or the Service Contract, in no event will any exclusions, disclaimers, waivers, or limitations of any nature whatsoever apply to any damages, liability, rights, or remedies arising from or in connection with: (i) Contractor's indemnification and defense obligations under this Agreement; (ii) Contractor's breach of this Agreement, including any breach of any representation or warranty; (iii) any Event reported by Contractor; (iv) any violation of Law by or caused by Contractor or its Workforce, agents, or Subcontractors; or (v) any negligent act or omission, willful misconduct, strict liability, or fraud by or of Contractor or its Workforce, agents, or Subcontractors.
- 6.6 **Ownership of Information.** The Parties agree that Contractor shall not have an ownership interest in PHI or PII or any derivations of the PHI or PII.
- 6.7 **Insurance.** Contractor shall maintain appropriate and adequate insurance coverage, including cyber insurance, to cover Contractor's obligations pursuant to this Agreement. Contractor's cyber insurance shall be no less than one million dollars (\$1,000,000) per occurrence. Upon request, Contractor shall provide evidence of insurance coverage.
- 6.8 **Equitable and Injunctive Relief.** The Parties acknowledge that the use or disclosure of PHI or PII in a manner inconsistent with this Agreement may cause SBHASO and its Upstream Covered

Entities irreparable damage and that SBHASO and its Upstream Covered Entities shall have the right to equitable and injunctive relief, without having to post bond, to prevent the unauthorized use or disclosure of PHI or PII and to damages as are occasioned by an Event in addition to other remedies available at law or in equity. SBHASO's and Upstream Covered Entities' remedies under this Agreement and the Service Contract shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

- 6.9 **Third Party Beneficiaries.** Notwithstanding anything to the contrary in the Service Contract or this Agreement, Individuals who are the subject of PHI shall be third party beneficiaries to this Agreement. Subject to the foregoing, nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 6.10 **Interpretation.** This Agreement shall be interpreted in a manner consistent with the Parties' intent to comply with HIPAA, Part 2, and other Law. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA, Part 2, and other Law. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, HIPAA shall control. In the event of any inconsistency between this Agreement and the Service Contract or any other agreement between the Parties, the terms of this Agreement shall control. Nothing in this Agreement shall be construed as a waiver of any legal privilege or protection, including for trade secrets or confidential commercial information.
- 6.11 **Survival.** The obligations of Contractor under Sections 3.2, 3.3, 3.6, 3.8, 3.10, 3.11, 3.14, 3.16, 5.3, 6.1, 6.2, 6.3, 6.4, 6.6, 6.8, and 6.9 of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Service Contract, and/or the business relationship of the Parties, and shall continue to bind Contractor, its Workforce, agents, employees, subcontractors, successors, and assigns as set forth in this Agreement.
- 6.12 **Amendment.** This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Agreement to conform to any changes in HIPAA and Part 2.
- 6.13 **Assignment.** Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- 6.14 **Independent Contractor.** None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. No agency relationship is deemed created by this Agreement.
- 6.15 **Governing Law.** To the extent this Agreement is not governed exclusively by HIPAA, Part 2, or other Law, it will be governed by and construed in accordance with the laws of the State of Washington.
- 6.16 **No Waiver.** No change, waiver, or discharge of any liability or obligation under this Agreement on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 6.17 **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

- 6.18 **Notice.** Any notification required in this Agreement shall be made in writing to the representative of the Party who signed this Agreement or the person currently serving in that representative's position with the other Party.
- 6.19 **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, oral or written.

ATTACHMENT E: DATA USE, SECURITY AND CONFIDENTIALITY

1 Definitions

The definitions below apply to this Attachment:

- 1.1 **“Authorized User”** means an individual or individuals with an authorized business need to access HCA’s Confidential Information under this Contract.
- 1.2 **“Breach”** means the unauthorized acquisition, access, use, or disclosure of Data shared under this Contract that compromises the security, confidentiality or integrity of the Data.
- 1.3 **“Business Associate”** means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this DSA includes Business Associate’s employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- 1.4 **“Business Associate Agreement”** means the HIPAA Compliance section of this Exhibit and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- 1.5 **“Covered Entity”** means HCA, which is a Covered Entity as defined in 45 C.F.R. § 160.103, in its conduct of covered functions by its health care components.
- 1.6 **“Data”** means the information that is disclosed or exchanged as described by this Contract. For purposes of this Attachment, Data means the same as “Confidential Information.”
- 1.7 **“Designated Record Set”** means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- 1.8 **“Disclosure”** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- 1.9 **“Electronic Protected Health Information (ePHI)”** means Protected Health Information that is transmitted by electronic media or maintained as described in the definition of electronic media at 45 C.F.R. § 160.103.
- 1.10 **“Hardened Password”** after July 1, 2019 means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
 - 1.10.1 Passwords for external authentication must be a minimum of 10 characters long.
 - 1.10.2 Passwords for internal authentication must be a minimum of 8 characters long.
 - 1.10.3 Passwords used for system service or service accounts must be a minimum of 20 characters long.

- 1.11 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as amended, together with its implementing regulations, including the Privacy Rule, Breach Notification Rule, and Security Rule. The Privacy Rule is located at 45 C.F.R. Part 160 and Subparts A and E of 45 C.F.R. Part 164. The Breach Notification Rule is located in Subpart D of 45 C.F.R. Part 164. The Security Rule is located in 45 C.F.R. Part 160 and Subparts A and C of 45 C.F.R. Part 164.
- 1.12 **"HIPAA Rules"** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
- 1.13 **"Medicare Data Use Requirements"** refers to the four documents attached and incorporated into this Exhibit as Schedules 1, 2, 3, and 4 that set out the terms and conditions Contractor must agree to for the access to and use of Medicare Data for the Individuals who are dually eligible in the Medicare and Medicaid programs.
- 1.14 **"Minimum Necessary"** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- 1.15 **"Portable/Removable Media"** means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- 1.16 **"Portable/Removable Devices"** means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- 1.17 **"PRISM"** means the DSHS secure, web-based clinical decision support tool that shows administrative data for each Medicaid Client and is organized to identify care coordination opportunities.
- 1.18 **"Protected Health Information"** or "PHI" has the same meaning as in HIPAA except that it in this Contract the term includes information only relating to individuals.
- 1.19 **"ProviderOne"** means the Medicaid Management Information System, which is the State's Medicaid payment system managed by HCA.
- 1.20 **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 1.21 **"Tracking"** means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- 1.22 **"Transmitting"** means the transferring of data electronically, such as via email, SFTP, web-services, AWS Snowball, etc.
- 1.23 **"Transport"** means the movement of Confidential Information from one entity to another, or within an entity, that: places the Confidential Information outside of a Secured Area or system (such as a local area network); and is accomplished other than via a Trusted System.

- 1.24 **“Trusted System(s)”** means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- 1.25 **“U.S.C.”** means the United States Code. All references in this Exhibit to U.S.C. chapters or sections will include any successor, amended, or replacement statute. The U.S.C. may be accessed at <http://uscode.house.gov/>
- 1.26 **“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.
- 1.27 **“Use”** includes the sharing, employment, application, utilization, examination, or analysis, of Data.

2 Data Classification

- 2.1 The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4 of this Exhibit, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at <https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.)

The Data that is the subject of this Contract is classified as Category 4 – Confidential Information Requiring Special Handling. Category 4 Data is information that is specifically protected from disclosure and for which:

- 2.1.1 Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;
- 2.1.2 Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3 PRISM Access- N/A

4 Constraints on Use of Data

- 4.1 This Contract does not constitute a release of the Data for the Contractor's

discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose of this Contract. Any ad hoc analyses or other use or reporting of the Data is not permitted without SBHASO's and HCA's prior written consent.

- 4.2 Data shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Receiving Party from making any further disclosure of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and § 2.65.
 - 4.2.1 The information received under subsection 7.7 of the Contract is also protected by federal law, including 42 C.F.R. Part 2, Subpart D, § 2.53, which requires HCA and their Subcontractors to:
 - 4.2.1.1 Maintain and destroy the patient identifying information in a manner consistent with the policies and procedures established under 42 C.F.R. § 2.16;
 - 4.2.1.2 Retain records in compliance with applicable federal, state, and local record retention laws; and
 - 4.2.1.3 Comply with the limitations on disclosure and Use in 42 C.F.R. Part 2, Subpart D, § 2.53(d).
- 4.3 Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.
- 4.4 The Contractor must comply with the *Minimum Necessary Standard*, which means that Contractor will use the least amount of PHI necessary to accomplish the Purpose of this Contract.
 - 4.4.1 Contractor must identify:
 - 4.4.2 Those persons or classes of persons in its workforce who need access to PHI to carry out their duties; and
 - 4.4.3 For each such person or class of persons, the category or categories of PHI to which access is needed and any conditions appropriate to such access.

- 4.4.4 Contractor must implement policies and procedures that limit the PHI disclosed to such persons or classes of persons to the amount reasonably necessary to achieve the purpose of the disclosure, in accordance with this Contract.

5 Security of Data

5.1 Data Protection

- 5.1.1 The Contractor must protect and maintain all Confidential Information gained by reason of this Contract, information that is defined as confidential under state or federal law or regulation, or Data that HCA has identified as confidential, against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

- 5.1.1.1 Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- 5.1.1.2 Physically securing any computers, documents, or other media containing the Confidential Information.

5.2 Data Security Standards

- 5.2.1 Contractor must comply with the Data Security Requirements set out in this section and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.) The Security Standard 141.10 is hereby incorporated by reference into this Contract.

5.2.2 Data Transmitting

- 5.2.2.1 When transmitting Data electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- 5.2.2.2 When transmitting Data via paper documents, the Contractor must use a Trusted System.

- 5.2.3 Protection of Data. The Contractor agrees to store and protect Data as described.

- 5.2.3.1 Data at Rest:

5.2.3.1.1

Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems that contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

5.2.3.2 Data stored on Portable/Removable Media or Devices

5.2.3.2.1

Confidential Information provided by SBHASO or HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.

5.2.3.2.2

HCA's Data must not be stored by the Contractor on Portable Devices or Media unless specifically authorized within the Contract. If so authorized, the Contractor must protect the Data by:

- a. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
- b. Controlling access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
- c. Keeping devices in locked storage when not in use;
- d. Using check-in/check-out procedures when devices are shared;

- e. Maintaining an inventory of devices;
and
- f. Ensuring that when being transported outside of a Secured Area, all devices containing Data are under the physical control of an Authorized User.

5.2.3.3 Paper Documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

5.2.4 Data Segregation

5.2.4.1 HCA Data received under this Contract must be segregated or otherwise distinguishable from non-HCA Data. This is to ensure that when no longer needed by the Contractor, all of HCA's Data can be identified for return or destruction. It also aids in determining whether HCA's Data has or may have been compromised in the event of a security breach.

5.2.4.2 HCA's Data must be kept in one of the following ways:

5.2.4.2.1 On media (e.g. hard disk, optical disc, tape, etc.) which contains only HCA Data;

5.2.4.2.2 In a logical container on electronic media, such as a partition or folder dedicated to HCA's Data;

5.2.4.2.3 In a database that contains only HCA Data;

5.2.4.2.4 Within a database – HCA data must be distinguishable from non- HCA Data by the value of a specific field or fields within database records;

5.2.4.2.5 Physically segregated from non-HCA Data in a drawer, folder, or other container when stored as physical paper documents.

5.2.4.3 When it is not feasible or practical to segregate HCA's Data from non-HCA data, both HCA's Data

and the non-HCA data with which it is commingled must be protected as described in this Exhibit.

5.3 Data Disposition

- 5.3.1 Upon request by SBHASO or HCA, at the end of the Contract term, or when no longer needed, Confidential Information/Data must be returned to HCA or disposed of as set out below, except as required to be maintained for compliance or accounting purposes.
- 5.3.2 Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).
- 5.3.3 For Data stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 4.b.iii, above. Destruction of the Data as outlined in this section of this Exhibit may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

6 Data Confidentiality and Non-Disclosure

6.1 Data Confidentiality.

- 6.1.1 The Contractor will 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 purpose of this Contract, except:
 - 6.1.1.1 as provided by law; or
 - 6.1.1.2 with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

6.2 Non-Disclosure of Data

- 6.2.1 The Contractor will ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and aware of the use restrictions and protection requirements of this Attachment before gaining access to the Data identified herein. The Contractor will ensure that any new employee is made aware of the use restrictions and protection requirements of this Attachment before they gain access to the Data.

6.2.2 The Contractor will ensure that each employee or Subcontractor who will access the Data signs a non-disclosure of confidential information agreement regarding confidentiality and non-disclosure requirements of Data under this Contract. The Contractor must retain the signed copy of employee non-disclosure agreement in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The Contractor will make this documentation available to SBHASO or HCA upon request.

6.3 Penalties for Unauthorized Disclosure of Data

6.3.1 The Contractor must comply with all applicable federal and state laws and regulations concerning collection, use, and disclosure of Personal Information and PHI. Violation of these laws may result in criminal or civil penalties or fines.

6.3.2 The Contractor accepts full responsibility and liability for any noncompliance with applicable laws or this Contract by itself, its employees, and its Subcontractors.

7 Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract, the Contractor must include all of the Data security terms, conditions and requirements set forth in this Attachment in any such Subcontract.

However, no subcontract will terminate the Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor. Contractor must provide an attestation by January 31, each year that all Subcontractor meet, or continue to meet, the terms, conditions, and requirements in this Attachment.

8 Data Breach Notification

8.1 The Breach or potential compromise of Data must be reported to the SBHASO Privacy Officer at IClauson@co.kitsap.wa.us and to the SBHASO Contract Manager at Sjlewis@co.kitsap.wa.us within five (5) business days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within fifteen (15) business days of discovery. To the extent possible, these reports must include the following:

8.1.1 The identification of each non-Medicaid Individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;

8.1.2 The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;

- 8.1.3 A description of the types of PHI involved;
- 8.1.4 The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
- 8.1.5 Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been used or disclosed and the steps those Individuals should take to protect themselves; and
- 8.1.6 Any other information SBHASO or HCA reasonably requests.
- 8.2 The Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.
- 8.3 The Contractor must notify SBHASO in writing, as described in 8.a above, within two (2) business days of determining notification must be sent to non-Medicaid Individuals.
- 8.4 At SBHASO's or HCA's request, the Contractor will provide draft Individual notification to HCA at least five (5) business days prior to notification, and allow HCA an opportunity to review and comment on the notifications.
- 8.5 At SBHASO's or HCA's request, the Contractor will coordinate its investigation and notifications with HCA and the Office of the state of Washington Chief Information Officer (OCIO), as applicable.

9 HIPAA Compliance

This section of the Attachment is the Business Associate Agreement (BAA) required by HIPAA. The Contractor is a "Business Associate" of SBHASO as defined in the HIPAA Rules.

- 9.1 HIPAA Point of Contact. The point of contact for the Contractor for all required HIPAA-related reporting and notification communications from this Section and all required Data Breach Notification from Section 8, is:

Salish Behavioral Health Administrative Services Organization
Attention: Ileea Clauson, Privacy Officer
614 Division St., MS-23
Port Orchard, WA 98366
Telephone: (360) 337-4833
Email: IClauson@co.kitsap.wa.us

- 9.2 Compliance. Contractor must perform all Contract duties, activities, and

tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office for Civil Rights, as applicable.

- 9.3 Use and Disclosure of PHI. Contractor is limited to the following permitted and required uses or disclosures of PHI:
- 9.3.1 Duty to Protect PHI. Contractor must protect PHI from, and will use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for the Protection of Electronic Protected Health Information, with respect to ePHI, to prevent unauthorized Use or disclosure of PHI for as long as the PHI is within Contractor's possession and control, even after the termination or expiration of this Contract.
 - 9.3.2 Minimum Necessary Standard. Contractor will apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 C.F.R. § 164.514(d)(2) through (d)(5).
 - 9.3.3 Disclosure as Part of the Provision of Services. Contractor will only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and will not Use or disclose such PHI in any manner that would violate Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, if done by Covered Entity, except for the specific Uses and disclosures set forth below.
 - 9.3.4 Use for Proper Management and Administration. Contractor may Use PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
 - 9.3.5 Disclosure for Proper Management and Administration. Contractor may disclosure PHI for the proper management and administration of Contractor, subject to HCA approval, or to carry out the legal responsibilities of the Contractor, provided the disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been Breached.
 - 9.3.6 Impermissible Use or Disclosure of PHI. Contractor must report to the HIPAA Point of Contact, in writing, all Uses or disclosures of PHI not provided for by this Contract within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 C.F.R. §

164.410, Notification by a Business Associate, as well as any Security Incident of which Contractor becomes aware. Upon request by SBHASO or HCA, Contractor will mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

- 9.3.7 Failure to Cure. If SBHASO learns of a pattern or practice of the Contractor that constitutes a violation of Contractor's obligations under the term of this Attachment and reasonable steps by the Contractor do not end the violation, SBHASO may terminate this Contract, if feasible. In addition, if Contractor learns of a pattern or practice of its Subcontractor(s) that constitutes a violation of Contractor's obligations under the terms of their contract and reasonable steps by the Contractor do not end the violation, Contractor must terminate the Subcontract, if feasible.
- 9.3.8 Termination for Cause. Contractor authorizes immediate termination of this Contract by SBHASO, if SBHASO determines Contractor has violated a material term of this Business Associate Agreement. SBHASO may, at its sole option, offer Contractor an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- 9.3.9 Consent to Audit. Contractor must give reasonable access to PHI, its internal practices, records, books, documents, electronic data, and/or all other business information received from, or created, received by Contractor on behalf of SBHASO or HCA, to the Secretary of the United States Department of Health and Human Services (DHHS) and/or to HCA for use in determining compliance with HIPAA privacy requirements.
- 9.3.10 Obligations of Business Associate upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from SBHASO or HCA, or created, maintained, or received by Contractor, or any Subcontractors, on behalf of SBHASO or HCA, Contractor must:
 - 9.3.10.1 Retain only that PHI which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;
 - 9.3.10.2 Return to SBHASO or HCA or destroy the remaining PHI that the Contractor or any Subcontractors still maintain in any form;
 - 9.3.10.3 Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for Protection of Electronic Protected Health Information, with respect to

ePHI to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Contractor or any Subcontractor retains PHI;

9.3.10.4 Not Use or disclose the PHI retained by Contractor or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 9.3, Use and Disclosure of PHI, that applied prior to termination; and

9.3.10.5 Return to SBHASO or HCA or destroy the PHI retained by Contractor, or any Subcontractors, when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.

9.3.11 Survival. The obligations of Contractor under this Section will survive the termination or expiration of the Contract.

9.4 Individual Rights.

9.4.1 Accounting of Disclosures.

9.4.1.1 Contractor will document all disclosures, except those disclosures that are exempt under 45 C.F.R. § 164.528, of PHI and information related to such disclosures.

9.4.1.2 Within ten (10) business days of a request from SBHASO or HCA, Contractor will make available to HCA the information in Contractor's possession that is necessary for HCA to respond in a timely manner to a request for an accounting of disclosures of PHI by the Contractor. See 45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 164.528(b)(1).

9.4.1.3 At the request of SBHASO or HCA, or in response to a request made directly to the Contractor by an Individual, Contractor will respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

9.4.1.4 Contractor record keeping procedures will be sufficient to respond to a request for an accounting under this section for the ten (10) years prior to the date on which the accounting was requested.

9.4.2 Access.

9.4.2.1 Contractor will make available PHI that it holds that is part of a Designated Record Set when requested by

HCA or the Individual as necessary to satisfy HCA's obligations under 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information.

- 9.4.2.2 When the request is made by the Individual to the Contractor or if SBHASO or HCA ask the Contractor to respond to a request, the Contractor must comply with requirements in 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information, on form, time and manner of access. When the request is made by HCA, the Contractor will provide the records to HCA within ten (10) business days.

9.4.3 Amendment.

- 9.4.3.1 If SBHASO or HCA amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and SBHASO or HCA has previously provided the PHI or record that is the subject of the amendment to Contractor, then SBHASO will inform Contractor of the amendment pursuant to 45 C.F.R. § 164.526(c)(3), Amendment of Protected Health Information.
- 9.4.3.2 Contractor will make any amendments to PHI in a Designated Record Set as directed by SBHASO or HCA or as necessary to satisfy SBHASO's and HCA's obligations under 45 C.F.R. § 164.526, Amendment of Protected Health Information.

- 9.5 Subcontracts and other Third Party Agreements. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Contractor must ensure that any agents, Subcontractors, independent contractors, or other third parties that create, receive, maintain, or transmit PHI on Contractor's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Contractor's Subcontractor with its own business associates as required by 45 C.F.R. §§ 164.314(a)(2)(b) and 164.504(e)(5).
- 9.6 Obligations. To the extent the Contractor is to carry out one or more of HCA's obligation(s) under Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, Contractor must comply with all requirements that would apply to HCA in the performance of such obligation(s).
- 9.7 Liability. Within ten (10) business days, Contractor must notify the HIPAA Point of Contact of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform HCA of the outcome of that action.

Contractor bears all responsibility for any penalties, fines or sanctions imposed against the Contractor for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

9.8 Miscellaneous Provisions.

9.8.1 Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.

9.8.2 Interpretation. Any ambiguity in this Exhibit will be interpreted to permit compliance with the HIPAA Rules.

10 Inspection

SBHASO and HCA reserve the right to monitor, audit, or investigate the use of Personal Information and PHI of Individuals collected, used, or acquired by Contractor during the terms of this Contract. All SBHASO and HCA representatives conducting onsite audits of Contractor agree to keep confidential any patient-identifiable information which may be reviewed during the course of any site visit or audit.

11 Indemnification

The Contractor must indemnify and hold SBHASO and HCA and its employees harmless from any damages related to the Contractor's or Subcontractor's unauthorized use or release of Personal Information or PHI of Individuals.

ATTACHMENT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Organization

Signature of Certifying Official

Date

**ATTACHMENT G: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS** Primary Covered Transactions 45 CFR 76

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

CONTRACTOR:

Name:

Title:

Date: _____



AGENDA ITEM SUMMARY

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

7
1/18/22

Department: Superior Court

WORK SESSION ☒ Meeting Date: 1/18/2022

REGULAR AGENDA ☒ Meeting Date: 1/25/2022

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: ☐

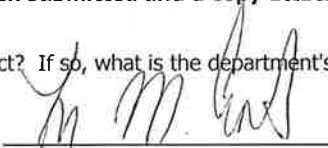
Executive summary:

Superior Court is asking for the Board to review a pre-grant application request regarding a grant being offered by the Administrative Office of the Court (AOC) for Court Security Equipment to assist in the compliance of GR 36 (courthouse security). As part of this grant, we are asking for a complete and full security audit for all Clallam locations (Courthouse, Juvenile Facility, Health & Human Services, Prosecutor remote office, District Court 2 (Forks); security cameras for the courthouse and Juvenile Facility (estimates pending).

This grant application is due to AOC by Monday, January 24, 2022. We are asking for support from the County for this pre-grant request.

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

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

County Official signature & print name:  Lauren Erickson

Name of Employee/Stakeholder attending meeting: Lacey Fors

Relevant Departments: Superior Court, Juvenile Facility,

Date submitted: Parks and Facilities

1/12/22

* 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)

Clallam County

Grant Application Information

DEPARTMENT: **Superior Court**

DATE SUBMITTED TO W/S: **1/12/22**

GRANT NAME: **Court Security Equipment**

APPLICATION DEADLINE: **1/24/2022**

ISSUING AGENCY: **Administrative Office
Of the Courts (AOC)**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **2022 (1 year)**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **Unknown**

ANNUAL AMOUNT :**Unknown**

MATCH REQUIRED? **No**

MATCH AMOUNT: **n/a**

DESCRIPTION OF GRANT AND PURPOSE:

The Administrative Office of the Courts is offering a Court Security Equipment Grant for courts to assist with coming into compliance with GR 36 (Court Security).

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

Any equipment approved by the grant will improve the safety and security at all Clallam County Courthouse locations.

**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 will assist the County regarding long-terms safety and security goals.

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?

If approved for this grant we will have a new service provided for cameras which will benefit the employees and the public.

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

New cameras will provide safety and security throughout the courthouse and other locations which can help provide performance measures at a later date for incidents reported and captured on the camera systems. Performance measures will be those established by Physical Facilities and the Sheriff's Office.

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?

New cameras would need to be maintained by county funds.

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

No matching funds are required for the grant.

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?

Yes. This has been discussed with the GR 36 court security committee and the Sheriff's Office and Physical Facilities approve of this request.

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?

Not at this time. To be determined.

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

Yes, we do.

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

If the grant is not approved, the impacts of not having a security camera system may result in the lack of safety and security of county employees and the public.

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

n/a

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

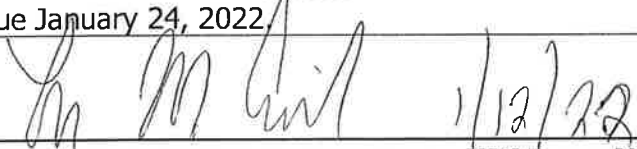
No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

If the grant is approved and funds are distributed, these funds will need to be added to our revenue and expenditure lines.

OTHER COMMENTS

We ask that the county review this request and accept our grant application for 2022 which is due January 24, 2022.



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Rich Sill, ADMINISTRATOR

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.



WASHINGTON COURTS

WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS (AOC) Application for Court Security Equipment Grant Fund

The Court Security Equipment Grant Fund provides funds that may only be used to assist court locations with coming into compliance with GR 36. To be eligible for this program, equipment should be purchased by the county after approval from the AOC and funds will be reimbursed.

1. Funds are to be used to supplement existing county funds for security improvements.
2. Funds cannot reimburse for equipment purchased outside of this granting program.
3. Funds can be used for equipment procurement, but not for the personnel to staff the equipment.

Please contact Kyle Landry, Court Security Resource Coordinator, with questions or to email your completed application along with supporting documentation at kyle.landry@courts.wa.gov. Applications will be screened by the Review Committee and monies distributed after approval and as a reimbursement for purchases. Approval and dissemination of funds will be based on need, and not in the order they are received. **Applications must be submitted for review by 12/17/2021.**

The following questions do not affect funding eligibility:

Has a security audit been completed in the past 3 years? ☐ Yes ☒ No

Would you like assistance completing a security audit?* ☒ Yes ☐ No

Does your Court location have a security committee in place? ☒ Yes ☐ No

*This grant includes funding for a security audit. Audits will be prioritized based on length of time since the last audit completion. Please contact Kyle Landry for additional information.

1. Name and Title of Applicant: Lacey Fors, Superior Court Administrator
2. Jurisdiction: Clallam County ☒ Superior ☐ District ☐ Municipal
3. Court Type: Shared Use Site
4. Amount Requested \$ 30,000 (See *)
5. Do you have the means to staff screening equipment now or in the near future? ☒ Yes ☐ No
6. Have reasonable efforts been made to have labor or installation completed by county staff or local agencies? ☒ Yes ☐ No

Equipment Eligibility Screening Questions [Please answer sections for equipment requested]:

Magnetometers

- ☐ Is there space and an adequate power source to operate this equipment?

X-ray Machines

- ☐ Is there space and power source to operate this equipment?

Security Cameras

- ☒ Is this a new system where none existed previously?
☒ Is this an addition to existing system?
☒ Is this a replacement to an existing system?

Duress Alarms

- ☐ Is this a new system where none existed previously?
☐ Is this an addition to existing system?
☐ Is this a replacement to an existing system?

Emergency Broadcast System

- ☐ Is this a new system where none existed previously?
☐ Is this an addition to existing system?
☐ Is this a replacement to an existing system?

Do you wish to install a Duress/Emergency Wireless Combination system?

- ☐ Does your facility meet the minimum bandwidth requirements?
☐ Is this a new system where none existed previously?
☐ Is this an addition to existing system?
☐ Is this a replacement to an existing system?

Security Items under \$5,000 (attach itemized list to application)?

- ☐ Are the items requested from your security audit?
☐ Are the items requested from your court security provider?

Item	Amount Requested	Estimated cost per Court Location*	Vendor Selected
☐ Magnetometer	_____	\$4,000	
☐ X-Ray Machine	_____	\$24,000	
☒ Security Cameras	<u>\$30,000</u>	\$15,000	See attached
☐ Duress and/or Emergency System	_____	\$12,000	
☐ Security Items**	_____	\$5,000	
Total Amount Requested	<u>30,000 (See attached)</u>		
* Amount does not guarantee full funding of all categories to each location.			
** Doors, Windows, etc. Provide itemized list of items and estimated costs.			

Brief Justification statement, including priority of costs for potential reimbursement. Please explain if your quote is above the estimated costs. [Attach additional pages as needed]

Audit: We are asking for a security audit to be conducted as full and complete as possible to include the Courthouse, Juvenile Facility, Health & Human Services, District Court 2 (Forks), and remote Prosecutor's office. Very few of the minimal requirements of GR 36 are currently in place, and so an audit will hopefully reveal the best way to approach meeting those requirements. We wish to be considered for all grant funds which would assist in that compliance after the audit is completed.

Cameras: The Juvenile Facility is asking for upgrades to 4-7 existing exterior cameras (see attached estimate). Parks & Facilities is conducting a request for cameras for the courthouse (estimate pending).

Attach equipment and installation quotes to the completed application.

By signing the application, the signatory certifies that the information presented is true and accurate.

Presiding Judge _____

Signature _____ Date _____



AGENDA ITEM SUMMARY

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

8
1/19/22

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 01/19/22

REGULAR AGENDA ☒ **Meeting Date:** 01/25/22

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 815-22-01 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Renewal of the Interagency Agreement with Washington Association of Sheriffs and Police Chiefs (WASPC) for continuation of Clallam's 24/7 Sobriety Program managed at the Clallam County Jail. There are no increases to the participant testing fees or changes to the program management requirements.

Budgetary impact:

None

Recommended action:

Recommend approval by the Board to renew the agreement

County Official signature & print name: W.L. Benedict Sheriff W.L. Benedict

Name of Employee/Stakeholder attending meeting: Chief Corrections Deputy Don Wenzl and Jail Administrative Sergeant Jeff Finley

Relevant Departments: Sheriff's Office

Date submitted: 01/12/22

* 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)

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
AND THE CLALLAM COUNTY SHERIFF DEPARTMENT**

THIS AGREEMENT ("Agreement") is made and entered into by and between the Washington Association of Sheriffs and Police Chiefs ("WASPC"), and the Clallam County Sheriff Department ("Participating Agency").

THEREFORE, IT IS MUTUALLY AGREED THAT the Participating Agency shall establish and maintain a 24/7 Sobriety Program as outlined in RCW 36.28A.300-390 and Exhibit A hereto, to monitor people charged with, arrested for, or convicted of, one or more prior offenses under RCW 46.61.502 (DUI), 46.61.504 (Physical Control), or as defined in 46.61.5055 (14) (Penalties) per the terms and conditions of this Agreement.

1. ADMINISTRATION, FINANCING, AND PROPERTY ACQUISITION

This Agreement will be administered by the Parties as set forth in Exhibit A, which is incorporated into this Agreement by this reference. This Agreement does not create any separate legal or administrative entity, nor does it contemplate any joint financing. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

2. TERM

The Term of this Agreement shall commence on February 1, 2022 and remain in effect for a period of two calendar years.

3. COMPENSATION

The cost of and fees collected to accomplish the work is described in Exhibit A.

4. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct funds expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, or the Office of the State Auditor so authorized by law. All books, records, documents, and other material relevant to this Agreement shall be retained for six years.

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

42.56, and nothing in this section is intended to otherwise limit disclosure otherwise required subject to reasonable notice of the intent to disclose software specific material being provided to the other party.

5. RIGHTS IN DATA

Unless otherwise provided, WASPC data that originates from this Agreement shall be owned by WASPC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

6. INDEPENDENT CAPACITY

The employees or agents of each party engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

7. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

8. TERMINATION

Either party may terminate this Agreement upon sixty (60) days prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. TERMINATION FOR CAUSE

If either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such default and the opportunity to cure within thirty (30) business days. If the default is not timely cured, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

10. NONDISCRIMINATION

The Participating Agency will comply with all applicable State statutes and implementing regulations relating to nondiscrimination.

11. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute

Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules, and decide the dispute. The decision of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

12. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable county or city laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state, county, and city statutes and rules;
- b. Terms and Conditions of this agreement;
- c. Any Amendment executed under this Contract;
- d. Any Statement of Work executed under this Contract; and
- e. Any other provisions of the agreement, including materials incorporated by reference.

13. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

14. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

15. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

16. DESIGNATED CONTACT

The following named individuals will serve as designated contacts for each of the parties, for all communications regarding the performance of this Agreement:

WASPC Contact	AGENCY Contact
WA Assn. of Sheriffs and Police Chiefs Jamie Weimer, Projects & Programs Mgr. 3060 Willamette Drive NE, Suite 200 Lacey, WA 98516 360.486.2419 jweimer@waspc.org	Clallam County Sheriff's Office Jeff Finley, Administrative Sergeant 223 East 4th Street, Suite 12 Port Angeles, WA 98362 360.417.2566 JFinley@co.clallam.wa.us

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS

_____ <i>Signature</i>	_____ <i>Date</i>
<u>Steve Strachan</u> <i>Printed Name</i>	<u>Executive Director</u> <i>Title</i>

PARTICIPATING AGENCY

_____ <i>Signature</i>	_____ <i>Date</i>
<u>Mark Ozias</u> <i>Printed Name</i>	<u>Chairman of the Board</u> <i>Title</i>

CLALLAM COUNTY SHERIFF'S OFFICE

<u>W. L. Benedict</u> <i>Signature</i>	<u>1-12-22</u> <i>Date</i>
<u>W. L. Benedict</u> <i>Printed Name</i>	<u>Sheriff</u> <i>Title</i>

APPROVED AS TO FORM

Bert D. Boughton
CLALLAM CO. PROSECUTORS OFFICE

EXHIBIT A

STATEMENT OF WORK

Pursuant to RCW 10.21.055 and 46.61.5055, people charged with, arrested for, or convicted of alcohol and/or drug offenses under RCW 46.61.502 (DUI), 504 (Physical Control), or as defined in 46.61.5055 (14) (Penalty) may be ordered by the judge as a condition of bond, pre-trial release, or sentence, to participate in the 24/7 Sobriety Program.

The program name “24/7 Sobriety Program” means a twenty-four hour and seven day a week monitoring program in which a participant submits to the testing of their blood, breath, urine, or other bodily substances in order to determine the presence of alcohol, marijuana, or any controlled substance in the participant’s body.

ACTIVITIES

WASPC agrees to provide to Participating Agency:

- (1) A data management system for the 24/7 Sobriety Program;
- (2) Liaison with the 24/7 Sobriety Program data management vendor;
- (3) Assistance in obtaining alcohol monitoring devices and supplies for the 24/7 Sobriety Program;
- (4) Form templates necessary for the 24/7 Sobriety Program;
- (5) Assistance and coordination with the local 24/7 program and their stakeholders in the implementation of the 24/7 Sobriety Program.
- (6) Liaison with Washington Traffic Safety Commission in the development of media and other educational material related to the 24/7 Sobriety Program and impaired driving.
- (7) Liaison with the Governor and Legislators in matters related to the 24/7 Sobriety Program and impaired driving.

PARTICIPATING AGENCY agrees to:

- (1) Assign a program manager to establish and oversee their 24/7 Sobriety Program;
- (2) Establish and maintain a local 24/7 Sobriety Program working group. This working group, at a minimum, shall include a member of the local judicial staff, judge, law enforcement, prosecutor, probation, corrections, and public defender/defense bar.
- (3) Establish a county or city 24/7 sobriety account.
- (4) Comply with court orders, written directives, authorizing statutes, policy/procedures in conducting enrollment, testing, fee collection, and reporting activities;
- (5) Establish the 24/7 testing locations, testing device(s) used, and times for testing.
- (6) Provide Information Technology infrastructure, testing equipment, associated supplies, personnel, test site(s) and all overhead costs.
- (7) Timely submit all applicable fees received for deposit in the 24/7 Sobriety Accounts;

- (8) In the event a participating agency designates one or more entities to perform enrollment, testing and reporting functions under the 24/7 Sobriety Program, participating agency agrees to require such designated entity or entities to comply with the terms and conditions of this AGREEMENT resulting from such designation;
- (9) Abide by the terms of the WASPC/Vendor data management system contract;
- (10) Abide by the Washington 24/7 Sobriety Program “Guidelines for Participating Agencies” document.
- (11) Use on-site PBT testing as the default alcohol testing protocol.
- (12) Fully cooperate with WASPC and other participating agencies in implementing, troubleshooting, and reviewing the 24/7 Sobriety Program.

24/7 PARTICIPANTS AND TESTING DEVICES

- (1) A participant in the 24/7 Sobriety Program shall submit to court ordered breath alcohol testing, through the use of a PBT, at least twice a day, approximately 12 hours apart, at a physical location chosen by the participating agency.
- (2) A participant may be placed on a remote testing device that is capable of scheduled and/or random breath tests or continuous monitoring by the use of transdermal alcohol technology.
- (3) All testing devices must have the capability to immediately report participants’ electronic instrument’s installation date, and testing results to the 24/7 test site or other designated contact.

24/7 TESTING FEES

- (1) Enrollment
 - a. Each participant enrolled in the 24/7 Sobriety Program will pay a one-time thirty dollar (\$30.00) enrollment fee. The enrollment fee will be collected by the participating agency for deposit into the local 24/7 Sobriety Account.
- (2) On-Site Portable Breath Test (PBT) User and Participation Fee.
 - a. Each participant assigned to on-site breath testing shall pay two dollars (\$2.00) per test (one dollar and fifty cents (\$1.50) test fee and fifty cents (\$.50) participation fee. These fees will be collected by the participating agency for deposit into the local 24/7 Sobriety Account. The City/County Treasurer will transfer on a monthly basis fifty cents (\$0.50) per test to the state’s 24/7 Sobriety account. The fee is payable contemporaneously or in advance on a weekly basis, or in accordance with a schedule established at the testing site. This does not preclude the participant from paying in advance for a period of time more than one week.
- (3) Remote Electronic Alcohol Monitoring Participation Fee.
 - a. No more than twelve dollars (\$12.00) per day for a remote breath testing device.

This fee will be collected by the participating agency for deposit into the local 24/7 Sobriety Account. The City/County Treasurer will transfer on a monthly basis fifty cents (\$0.50) of the per day fee to the state's 24/7 Sobriety Account.

- b. No more than fifteen dollars (\$15.00) per day for a transdermal device (ankle bracelet) plus a thirty dollar (\$30.00) de-activation fee. These fees will be collected by the participating agency for deposit into the local 24/7 Sobriety Account. The City/County Treasurer will transfer on a monthly basis fifty cents (\$0.50) of the per day fee to the state's 24/7 Sobriety Account.

(4) Urinalysis/Drug Patch User and Participation Fee.

- a. Ten dollars (\$10.00) per test for urinalysis plus the charge of laboratory confirmation on a positive screening test if necessary. The fees will be collected by the participating agency for deposit into the local 24/7 Sobriety Account. The City/County Treasurer will transfer on a monthly basis fifty cents (\$0.50) per test recorded into the sobriety database to the state's 24/7 Sobriety Account.
- b. Fifty dollars (\$50.00) per patch per week for drug patch testing. The fees will be collected by the participating agency for deposit into the local 24/7 Sobriety Account. The City/County Treasurer will transfer on a monthly basis fifty cents (\$0.50) per test to the state's 24/7 Sobriety Account.
- c. The duration and frequency of drug testing will be determined by the court. The time and location of the urine testing will be determined by the individual 24/7 sobriety testing center.

(5) Juvenile Participant Fees.

- a. The same fees applicable to adult participants are applicable to juveniles ordered by the Juvenile Court to participate in the 24/7 sobriety program.

ALL PARTIES AGREE THAT:

- (1) Fees will be collected by the sheriff or chief, or an entity designated by the sheriff or chief, and deposited with the county or city treasurer. The proceeds of which shall be applied and used only to defray the recurring costs of the 24/7 sobriety program including maintaining equipment, funding support services, and ensuring compliance;
- (2) Fees will be collected, deposited, and dispersed in accordance with RCW 36.28A.320, 36.28A.370 and OFM rules.
- (3) All applicable fees shall be paid by the participant contemporaneously or in advance of the time when the fee becomes due. There will be no participant credit allowed and testing will not proceed without fee payment.
- (4) The court shall not waive or reduce fees or associated costs charged for participation in the 24/7 Sobriety Program.
- (5) A participant may be removed from the 24/7 sobriety program by the court at any time.



AGENDA ITEM SUMMARY

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

9
1/10/22
2d

Department: Human Resources

WORK SESSION ☒ **Meeting Date:** 1-18-22

REGULAR AGENDA ☒ **Meeting Date:** 1-18-22

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:

The County is required to employ a County Road Engineer pursuant to RCW 36.08.010. Review and approve a Resolution appointing an acting County Engineer for an interim period.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Review and approve a Resolution appointing Joseph E. Donisi and the acting County Engineer for an interim period.

County Official signature & print name: Rich Sill, Human Resources

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Human Resources

Relevant Departments: Board of Commissioners and Human Resources

Date submitted: January 13, 2022

* 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)

Interim County Engineer Donisi - Tyler 1-18-22
Revised: 3-04-2019



RESOLUTION _____, 2022

APPOINTING AN ACTING COUNTY ENGINEER FOR AN INTERIM PERIOD,
NOT TO EXCEED SIX MONTHS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County is required to employ a county road engineer pursuant to RCW 36.08.010.
2. The County Road Engineer Ross Tyler has an effective retirement date of February 1, 2022.
3. A resolution appointing an Acting County Road Engineer must be sent to the County Road Administration Board pursuant to WAC 136-12-030.
4. The Assistant County Engineer Joseph E. Donisi is a licensed professional engineer.

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

1. Joseph E. Donisi is hereby appointed as the Acting County Road Engineer for a period not to exceed six months.

PASSED AND ADOPTED this _____ day of January 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach