AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, January 5, 2021 – 9:00 a.m.

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

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 by phone call 408-419-1715 and use Meeting ID: 875 561 784

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL
*** Selection of Chair and Vice Chair for 2021**

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA – Any Commissioner may remove items for discussion

1a. Approval of minutes for the week of December 28

Approval of minutes

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

2a. Agreement with K&H Printers for printing and mailing of 2021 February Special Election

Agreement

2b. Agreement amendment B with Washington State Department of Commerce Community Services and Housing Division for 2020 STOP Violence Against Women Formula Grant

Agreement amendment B

2c. Agreement with Parks, Fair and Facilities for 2021 Hotel/Motel Tax Funds/$39,000

Agreement

2d. Agreement with Public Works for 2021 Hotel/Motel Tax Funds/$150,000

Agreement

2e. Agreement with Olympic Peninsula Visitor Bureau for 2021 Hotel/Motel Tax Funds/$500,000

Agreement

2f. Agreement with West End Outreach Services for Behavioral Health Funds/$38,915

Agreement

2g. Agreement with Peninsula Behavioral Health for Behavioral Health Funds/$111,750

Agreement

2h. Agreement with Peninsula Behavioral Health for Behavioral Health Funds/$18,000

Agreement

2i. Agreement with Peninsula Behavioral Health for Behavioral Health Funds/$18,032

Agreement

2j. Agreement with Serenity House of Clallam County for Behavioral Health Funds/$43,680

Agreement

2k. Agreement with City of Port Angeles for Behavioral Health Funds/$98,500

Agreement

2l. Agreement with Olympic Peninsula Community Clinic for Behavioral Health Funds/$66,917.50

Agreement

2m. Agreement with Olympic Peninsula Community Clinic for Behavioral Health Funds/$80,697.50

Agreement

2n. Agreement with Olympic Peninsula Community Clinic for Behavioral Health Funds/$77,171.25

Agreement

2o. Agreement with Reflections Counseling Services Group for Behavioral Health Funds/$31,564.13

Agreement

2p. Agreement with Reflections Counseling Services Group for Behavioral Health Funds/$160,500

Agreement

2q. Agreement with First Step Family Support Center for Behavioral Health Funds/$115,572.62

Agreement

2r. Agreement with Olympic Personal Growth Center for substance use and mental health treatment to unfunded/underfunded individuals/$8,700.00

Agreement

2s. Agreement amendment B with Washington State Department of Commerce Community Services and Housing Division for 2019 Violence Against Women STOP Grant Program

Agreement amendment B

2t. Agreement amendment 3 with Washington State Department of Corrections (DOC) for confinement, care, and treatment of DOC offenders in the County Jail

Agreement amendment 3

2u. Agreement amendment 3 with Western Federal Lands Highway Division for the East Beach Road Improvement project

Agreement amendment 3

2v. Agreement with Harper-Ridgeview Funeral Chapel for the disposal of indigent remains

Agreement

BIDS AND AWARDS

3a. Request for proposal opening – Homeless Gaps and Needs Analysis 2021

Request for proposal opening

3b. Requests for proposals/qualifications to be received no later than 3 p.m., Monday, March 1, 2021 for Health and Human Services – Homeless Program Funding

Requests for proposals/qualifications

ADMINISTRATION

4a. Resolution designating Commissioner involvement on Advisory Boards for 2021

Resolution

Updated Resolution - Updated 1-4-2021

4b. Resolution authorizing expenditures from the Hotel/Motel Tax Fund for approved 2021 Lodging Tax Funding applications

Resolution

4c. Notice of hearing to be held Tuesday, January 19, 2021 at 10:30 a.m. regarding a proposed Ordinance amending Chapter 15.04 Boating and Water Safety

Notice of hearing

4d. Resolution reappointing Donald Edwards to the Fair Advisory Board

Resolution

PUBLIC COMMENT – Please limit comments to three minutes

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

The following meetings are scheduled for the Board of Commissioners January 4 - 8:

Monday, January 4:
9:00 a.m. Work Session

Tuesday, January 5:
10:00 a.m. Board Meeting

Friday, January 8:
10:00 a.m. COVID-19 Briefing

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

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

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

1a
1-5-21

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of December 28, 2020 – January 1, 2021

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, December 28, 2020. Present were Commissioners Ozias (video), Johnson and Peach (phone) and Administrator Sill.

Items of discussion per the agenda published December 24 were:

- Calendar/Correspondence
- Agreement with K&H Printers for printing and mailing of 2021 February Special Election
- Agreement amendment B with Washington State Department of Commerce Community Services and Housing Division for 2020 STOP Violence Against Women Formula Grant
- Agreement with Port of Port Angeles for a lease extension of temporary shelter – COVID
- Agreement with Olympic Peninsula Community Clinic to provide medical services at Social Distancing Center- COVID
- Agreement with Olympic Community Action Programs for operation of the Social Distancing Center – COVID
- Agreement with Norpoint Tactical for security services at the Social Distancing Center – COVID
- Request for proposals for Health and Human Services – Homeless Program Funding
- Mineral Resources Lands Ordinance 968 follow-up map signing
- Agreement amendment B with Washington State Department of Commerce Community Services and Housing Division for 2019 Violence Against Women STOP Grant Program
- Agreement with Washington State Department of Corrections for the temporary suspension of the transfer of newly sentenced felons from county jails to Department of Corrections' facilities
- Agreement amendment 3 with Washington State Department of Corrections (DOC) for confinement, care, and treatment of DOC offenders in the County Jail
- Agreement amendment 4 with Robinson- Noble to extend the time to complete tasks for water right application G2-30364 – water for the Carlsborg UGA
- Review and approval of road design for construction of roundabout at the intersection of Sequim-Dungeness Way and Woodcock Road for submission to Washington Department of Transportation for funding
- Agreement amendment 3 with Western Federal Lands Highway Division for the East Beach Road Improvement project
- Resolution authorizing expenditures from the Hotel/Motel Tax Fund for approved 2021 Lodging Tax Funding applications
- Briefing and notice of hearing to be held Tuesday, January 19, 2021 at 10:30 a.m. regarding a proposed Ordinance amending Chapter 15.04 Boating and Water Safety
- Resolution reappointing Donald Edwards to the Fair Advisory Board
- Agreement with Parks, Fair and Facilities for 2021 Hotel/Motel Tax Funds/$39,000
- Agreement with Public Works for 2021 Hotel/Motel Tax Funds/$150,000
- Agreement with Olympic Peninsula Visitor Bureau for 2021 Hotel/Motel Tax Funds/$500,000

Meeting adjourned at 10:17 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias (video) called the meeting to order at 10 a.m., Tuesday, December 29, 2020. Also present were Commissioners Johnson and Peach (phone) and Administrator Sill.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CMO moved to modify the agenda to move reports and presentations before the first Public Comment section. CRJm to adopt the agenda as modified, CBPs, mc

CONSENT AGENDA

1a Approval of vouchers for the weeks of December 14 and 23
1b Approval of payroll for the periods ending November 30 and December 15
1c Approval of minutes for the week of December 14
ACTION TAKEN: CRJm to adopt the consent agenda as presented, CBPs, mc

REPORTS AND PRESENTATIONS

- Oath of Office – Commissioner Johnson administered by Judge Erickson.
- CBP commented on the Washington State Association of Counties Legislative Steering Committee.
- CRJ commented on the North Olympic Legislative Alliance, Serenity House expansion, Port Angeles Healthy Youth Coalition and the Berk Study.
- CMO commented on the Economic Development Council and 2021 agenda items.

CONTRACTS AND AGREEMENTS

2a Agreement with Port of Port Angeles for a lease extension of temporary shelter – COVID
ACTION TAKEN: CRJm to approve, CBPs, mc

2b Agreement with Olympic Peninsula Community Clinic to provide medical services at Social Distancing Center- COVID
ACTION TAKEN: CRJm to approve, CBPs, mc

2c Agreement with Olympic Community Action Programs for operation of the Social Distancing Center –COVID
ACTION TAKEN: CRJm to approve, CBPs, mc

2d Agreement with Norpoint Tactical for security services at the Social Distancing Center – COVID
ACTION TAKEN: CRJm to approve, CBPs, mc

2e Agreement with Washington State Department of Corrections for the temporary suspension of the transfer of newly sentenced felons from county jails to Department of Corrections' facilities
ACTION TAKEN: CRJm to approve, CBPs, mc

2f Agreement amendment 4 with Robinson- Noble to extend the time to complete tasks for water right application G2-30364 – water for the Carlsborg UGA
ACTION TAKEN: CRJm to approve, CBPs, mc

BIDS AND AWARDS

3a Approval of request of proposals for 2021 Behavioral Health request for proposal recommendations
ACTION TAKEN: CRJm to approve, CBPs, mc

COMMUNITY DEVELOPMENT

4a Approval of indemnification of lost original note and/or Deed of Trust and request for full reconveyance
ACTION TAKEN: CRJm to approve, CBPs, mc

4b Mineral Resources Lands Ordinance 968 follow-up map signing
ACTION TAKEN: CRJm to approve and sign, CBPs, mc

DRAFT

Meeting concluded at 10:25 a.m. and continued to 9 a.m. Monday, January 4, 2021.

Attached are the BlueJeans chat logs for the week of December 28.

PASSED AND ADOPTED this fifth day of January 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

KEY TO ABBREVIATIONS:

ARS	Administrator Rich Sill	m	moved
CMO	Commissioner Mark Ozias	mc	motion carried
CRJ	Commissioner Randy Johnson	s	seconded
CBP	Commissioner Bill Peach		

DRAFT

Board of Commissioner Meetings
December 28, 2020
(10:12 AM) Marsha Massey: This is Marsha / OPVB. I am on the call. I just want to thank the Clallam Co LTAC and the Clallam Co Commissioners for their continuing support to the work of OPVB. We will work diligently this coming year to continue to rebuild our area's leisure and hospitality businesses. Thank you and Happy New Year. Marsha Massey, OPVB

2a
1-5-21

AGENDA ITEM SUMMARY

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

Department: AUDITOR'S OFFICE

WORK SESSION ☒ **Meeting Date: December 28, 2020**

REGULAR AGENDA ☒ **Meeting Date: January 5, 2021**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 100221.20.16
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Personal Services contract with K&H Printers for printing and mailing of 2021 February Special Election

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
No Impact

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

County Official signature & print name: Shoona Riggs, Auditor Shoona Riggs

Name of Employee/Stakeholder attending meeting: Shoona Riggs and Susan Johnson

Relevant Departments: Elections

Date submitted: December 11, 2020

Contract 160221-20-IV

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: K&H Printers
Address: 7720 Hardeson Road, Suite A
Everett, WA 98203
Phone №: 1 800 451-5740

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 31st day of December 2020 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 15th day of February 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

K & H Printers-Lithographers

Print name: Tracy O'Keefe

Title: Director of Finance

Date: 12-9-20, 20

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

K&H Integrated Print Solutions

This is not an invoice. For information only.

Election Invoice Detail Report

Clallam County

ClearBallot

Election Date: 02.09.21 Job # 261447

Election Specifications:	
Number of Cards per Ballot	1
Total Ballot Packets Mailed	33,300
Total Ballot Cards Printed	34,276

	Ballot Qty	Card Qty		
Mail Ballot Printing				
VBMP Ballots	32,000	32,000		
OOC/OOS Ballots	300	300		
Military/Overseas Ballots	0	0		
Total Mail Ballots Printed - 1 card	32,300	32,300	$0.280 /Card	$9,044.00
Non-Mail Ballot Printing				
Counter Ballots	500	500	$0.280 /Card	$140.00
Military/Overseas Ballots - STC (print only)	400	400	$0.280 /Card	$112.00
Yellow Sample Ballots	25	25	$0.260 /Card	$6.50
Target Cards	0	0	$0.260 /Card	$0.00
Unmarked Test Ballots	51	51	$0.260 /Card	$13.26
Total Non-Mail Ballots Printed	976	976		
Assembly & Mailing Services (Data Processing/Imprinting/Assembly)				
Total Ballot Packets Assembled - 1 card	32,300		$0.260 /Packet	$8,398.00
Total Ballot Packets Assembled - 2 cards	0		$0.360 /Packet	$0.00
Subsequent Extracts (Dailies)				
Subsequent Ballot Cards Printed	1,000	1,000	$0.280 /Card	$280.00
Total Ballot Packets Assembled - 1 card	1,000		$0.360 /Packet	$360.00
Total Ballot Packets Assembled - 2 cards	0		$0.460 /Packet	$0.00
Full Service ACS/Informed Delivery Processing and Reporting				
One Time Set-up fee (Each Product Type)	0		$250.00 Each	$0.00
Outbound Processing	33,300		$5.00 /Thousand	$166.50
Misc				
Sample Ballot (Yellow)				
Blank Ballot Base				
Ballot Face Replacement/Rework				
Base Fee - per occurance	0		$1,000.00	$0.00
Per Ballot Face Replaced	0		$5.00 /Each	$0.00
Maximum of $5,000 charge per occurance				
Ballot Face BOD/Website/Facsimile PDFs	0		$0.80 /Each	$0.00
Maximum of $3,000 charge or $5,000 for Party Primary				

Sub Total	$18,520.26
Freight	$600.00
Postage	$4,800.00
Total	**$23,920.26**
Postage Deposit Received	$0.00

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor an **estimated** fee of twenty three thousand, nine hundred twenty DOLLARS ($23,920.26) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☒ other (specify) **postage deposit must be paid in advance, remaining invoice to be paid at completion of project.**

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position ***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS ($) for the completed work set forth in Attachment "A."

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

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

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

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

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

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

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

    (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

    (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

    (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement.

    (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

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

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

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

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

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

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

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

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

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name:

Title:

Address:

Telephone:

E-mail:

Fax:

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

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

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

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

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

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

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

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

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

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

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

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

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

SPECIAL TERMS AND CONDITIONS

☐ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ COMMERCIAL GENERAL LIABILITY:		
Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$1,000,000	per occurrence
	$2,000,000	aggregate
☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$5,000,000	per occurrence
☒ WORKERS COMPENSATION:	Statutory amount	

☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	$1,000,000	per occurrence
	$1,000,000	aggregate
Property damage liability	$1,000,000	per occurrence
	$1,000,000	aggregate

☒ BUSINESS AUTOMOBILE LIABILITY: $1,000,000 per occurrence

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

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

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

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

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

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

2b
1-5-21

AGENDA ITEM SUMMARY

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

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date:** **12/28/2020**

REGULAR AGENDA ☒ **Meeting Date:** **1/5/2021**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 117.19.003 Amendment B
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
2020 STOP Violence Against Women Formula Grant Amendment. Total for 2021 is $16,417.

Due to the current challenges related to the pandemic, OCVA has streamlined the process for the 2021 STOP Grant application, utilizing an amendment process to renew STOP Grant funding instead of the usual annual grant application process. The funds from this grant will cover the portion of the salary for a Victim Witness Coordinator to better serve victims of domestic violence, sexual assault, dating violence, and stalking. *****Amendment A signed last month approved the grant extension, Amendment B approves the additional funds.*****

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. These grant funds are already addressed in the 2021 Budget.

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

Approve and sign the Face Sheet. Please return to the Prosecuting Attorney's Office to my attention.

County Official signature & print name: Mark Nichols

Name of Employee/Stakeholder attending meeting: Christi Wojnowski

Relevant Departments: Prosecuting Attorney's Office

Date submitted: 12/16/2020

117.19.003

Commerce Grant Amendment Face Sheet

Grant Number: F19-31103-041
Amendment Number: B

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
FFY 2019 Violence Against Women STOP Grant Program

1. Grantee Clallam, County Of 223 E 4th St Ste 3 Port Angeles, WA 98362		**2. Grantee Doing Business As (optional)** Clallam County Prosecutor's Office	
3. Grantee Representative (only if updated)		**4. COMMERCE Representative (only if updated)**	
5. Original Grant Amount $ 16,417.00	**6. Amendment Amount** $ 16,417.00	**7. New Grant Amount** $ 32,834.00	
8. Amendment Funding Source **Federal:** ☒ **State:** ☐ **Other:** ☐ **N/A:** ☐	**9. Amend. Effective Date** 1/8/2021	**10. End Date** 12/31/2021	
11. Federal Funds (as applicable) $ 32,834.00	**Federal Agency:** Department of Justice, OVW	**CFDA Number:** 16.588	**Indirect Rate (if applicable):**
12. SWV # SWV0000200-12	**13. UBI #** 601639015		**14. DUNS #** 075739235

15. Amendment Purpose: To increase funds and update applicable grant terms and conditions.

COMMERCE defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant as Amended and Attachments and have executed this Grant as Amended on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant as Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment A – Certification of Compliance with Federal Regulations; Attachment B – U.S. Department of Justice Certified Standard Assurances; Attachment C – Certification Form - Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements; Attachment D – Certification on Employment Eligibility; Unreasonable Restrictions; and Suitability to Interact with Minors; Attachment E – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters; Attachment F – Scope of Work; Attachment G – Budget; Attachment H – Requirement for Policy for Response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence; and Grantee's Application for Funding as submitted and approved by COMMERCE. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".

FOR GRANTEE	**FOR COMMERCE**
_____ Signature	_____ Diane Klontz, Assistant Director
_____ Name	_____ Date
_____ Title	**APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**
_____ Date	

Amendment B

The purpose of this amendment is to amend the Special Terms and Conditions, add funds to the budget, and include new award conditions.

The Special Terms and Conditions are modified as follows:

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 09/13/2018
Federal Award Identification Number (FAIN): 2018-WF-AX-0057
Total amount of the federal award: $3,320,390.00
Total amount of federal award 2018-WF-AX-0057 funding in this Grant: $ 12,267.00

Federal Award Date: 08/26/2019
Federal Award Identification Number (FAIN): 2019-WF-AX-0056
Total amount of the federal award: $3,359,114.00
Total amount of federal award 2019-WF-AX-0056 funding in this Grant: $ 4,150.00

Federal Award Date: 9/17/2020
Federal Award Identification Number (FAIN): 2020-WF-AX-0054
Total amount of the federal award: $3,415.734.00
Total amount of federal award 2020-WF-AX-0054 funding in this Grant: $ 16,417.00

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from grant activities shall contain the following statement:

> "This project was supported by Subgrant No. **F19-31103-041** awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Grant funds are administered by the Office of Crime Victims Advocacy, Community Services and Housing Division, Washington State Department of Commerce.

5. COMPENSATION

COMMERCE shall pay an amount not to exceed **$ 32,834.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment F – Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment G – Budget.

Grantee shall provide a non-federal match. The total match to be provided shall be at least **$ 10,946.00** unless otherwise agreed upon and fulfilled by STOP Grant county partners. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. An expended amount of match funds must be identified on the invoice voucher form provided by COMMERCE.

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager. Payment will be on a reimbursement basis only.

Consultant fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day.

Travel expenses incurred or paid by the Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the state of Washington Office of Financial Management Travel Regulations. Travel expenses are included in the maximum grant amount for this Grant. Current rates for travel may be accessed using the following link: https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf.

11. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including Contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than $1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. (***This provision applies only if the Grantee or Subgrantees are using the services of licensed professionals to perform services described under this Grant.***) The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Local Government Grantees that Participate in a Self-Insurance Program
Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington state Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE a summary of coverages and a letter of self- insurance, evidencing continued coverage under the Grantee's self-insured/liability pool or self-insured risk management program.

17. REPORTING

The Grantee shall submit an annual progress report electronically on a form provided by COMMERCE for the work performed. The electronic report is due to COMMERCE **January 15, 2021** (for the performance period January 1, 2020 through December 31, 2020). A second electronic report is due to COMMERCE **January 15, 2022** (for the performance period January 8, 2021 through December 31, 2021). The Grantee shall maintain documentation and records that support the progress report.

22. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Face Sheet
- Special Terms and Conditions
- Attachment A – Certification of Compliance with Federal Regulations
- Attachment B – U.S. Department of Justice Certified Standard Assurances
- Attachment C – Certification Form - Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements
- Attachment D – Certification on Employment Eligibility; Unreasonable Restrictions; and Suitability to Interact with Minors
- Attachment E – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters
- Attachment F – Scope of Work
- Attachment G – Budget
- Attachment H - Requirement for Policy for Response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence
- General Terms and Conditions
- Application for Funding as submitted and approved by COMMERCE

ATTACHMENT G – Budget

The detailed budget is modified as follows:

January 8, 2021 through December 31, 2021

Category	Original	Amendment B	Grant Total
Salaries	$ 16,417.00	$ 16,417.00	$ 32,834.00
Total	**$ 16,417.00**	**$ 16,417.00**	**$ 32,834.00**
Match	$ 5,473.00	$ 5,473.00	$ 10,946.00
Project Total	$ 21,890.00	$ 21,890.00	$ 43,780.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

The cost of allowable equipment purchased with these funds must be prorated to grant activity usage, unless items are used 90% or more on grant activities. Equipment authorized to be purchased with grant funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution. It must also be purchased by March 31st, 2021.

Printing of Materials: OCVA must forward requests to print brochures, billboards, and other publications to the Office on Violence Against Women not less than twenty (20) days prior to public release of the materials. If approved, the printing must be completed by March 31st, 2021.

Food and Beverage Costs: The Grantee agrees Grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or training volunteers.

Consultant fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day.

No grant funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. However, this does not apply to law enforcement agencies or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

ATTACHMENT H – Requirement for Policy for Response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The grantee (and any subgrantee) must have a policy, or issue one within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor.

The policy must address the following: 1) allegations of workplace-related incidents of sexual misconduct, domestic violence, and dating violence by an employee, volunteer, consultant, or contractor; 2) workplace supports for employees, volunteers, consultants, or contractors who are victims of sexual misconduct, domestic violence, or dating violence; and 3) adjudications that will result in an employee, volunteer, contractor, or consultant being prohibited from occupying positions that could undermine the ability of the recipient or subrecipient to carry out the grant- funded project, such as positions working with victims and other vulnerable populations. A policy may provide that certain adjudications do not prohibit an individual from occupying such a position but must include standards for granting such an exemption for an individual.

Definitions: "Adjudication" includes a conviction, issuance of a final protection order, court-ordered diversion, or other judicial finding that the employee, volunteer, consultant, or contractor has engaged in domestic violence, dating violence, sexual assault, or stalking. The recipient may choose to include additional, related offenses, such as sex trafficking, as "adjudications." "Domestic violence," "dating violence," "sexual assault," and "stalking" have the meanings given in 34 U.S.C. § 12291(a). "Sexual misconduct" means sexual assault, stalking, and sexual harassment. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor. An individual is considered to be in the "workplace" of the recipient or subrecipient while in, or using the resources of, the recipient's or subrecipient's offices or facilities, using its equipment or vehicles, engaging in approved telework, on work-related travel, or otherwise conducting business on behalf of the recipient or subrecipient. The availability and nature of the response to a workplace-related incident may depend on the location at issue. "Workplace-related incidents" of sexual misconduct, domestic violence, and dating violence include acts, attempted acts, or threatened acts by or against employees, consultants, volunteers, or contractors, that occur in the workplace or that occur outside the workplace but have an impact on the workplace or otherwise undermine the ability of the recipient or subrecipient to carry out the grant-funded project.

Subgrantees must make their policies available to the recipient upon request.

As the duly authorized representative of the Grantee, I hereby certify that the Grantee (and any subgrantee) will comply with the above requirement to have a policy, or issue one within 270 days of the award date. I also understand, as part of grant monitoring, OCVA staff may request a copy of Grantee's policy.

Clallam County Prosecutor's Office
Agency Name

Mark Nichols
Name of Authorized Official

Prosecuting Attorney
Title of Authorized Official

Mark Nichols
Signature of Authorized Official

December 16, 2020
Date

THIS AMENDMENT SHALL BE READ IN CONJUNCTION WITH THE ORIGINAL GRANT AND SUBSEQUENT AMENDMENTS. EACH AND EVERY PROVISION OF THE ORIGINAL GRANT AND SUBSEQUENT AMENDMENTS EXCEPT AS AMENDED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT. THE ABOVE REFERENCED GRANT AND ATTACHMENTS ARE AMENDED TO REFLECT THE PROVISIONS OF THIS GRANT AND ARE BY THIS REFERENCE INCORPORATED INTO THIS GRANT.

BY SIGNING THE ATTACHED FACE SHEET, THE GRANTEE HEREBY ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AMENDMENT.

117.19.003 2d

Commerce Grant Amendment Face Sheet

Grant Number: F19-31103-041
Amendment Number: A

10/13/20

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
FFY 2019 STOP Violence Against Women Formula Grant Program

1. Grantee Clallam, County Of 223 E 4th Street, Suite 3 Port Angeles, WA 98362	**2. Grantee Doing Business As (optional)** Clallam County Prosecutor's Office
3. Grantee Representative (only if updated)	**4. COMMERCE Representative (only if updated)**

5. Original Grant Amount $ 16,417.00	**6. Amendment Amount** $ 0.00	**7. New Grant Amount** $ 16,417.00
8. Amendment Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐	**9. Amendment Effective Date** 11/1/2020	**10. End Date** 12/31/2021
11. Federal Funds (as applicable)	**Awarding Official** Department of Justice, OVW	**CFDA Number** 16.588

12. Amendment Purpose: The purpose of this amendment is to extend the grant end date through December 31, 2021.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A – Certification of Compliance with Federal Regulations; Attachment B – U.S. Department of Justice Certified Standard Assurances; Attachment C – Certification Form - Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements; Attachment D – Certification on Employment Eligibility; Unreasonable Restrictions; and Suitability to Interact with Minors; Attachment E – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters; Attachment F – Scope of Work; Attachment G – Budget; and Grantee's Application for Funding as submitted and approved by COMMERCE.

FOR THE GRANTEE Board of Clallam County Commissioners	**FOR THE DEPARTMENT**
Signature	Diane Klontz, Assistant Director
Name: Mark Ozias	Date: 10/27/2020
Title: Chair	APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE
Date: 10-13-20	

2c
1-5-21

AGENDA ITEM SUMMARY

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date: 12/28/2020**

REGULAR AGENDA ☒ **Meeting Date: 1/05/2021**

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

Item Summary:*

☐ Call for Hearing
☐ Resolution
☐ Draft Ordinance
☒ Contract/Agreement/MOU**
☐ Proclamation
☐ Final Ordinance
Contract # 19925.21.001
☐ Budget Item
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Personal Services Agreement with Parks, Fair & Facilities in the amount of $39,000 for marketing and promotional efforts, as well as, site improvements and staff support.

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?** ☒

These funds are already allocated in the Hotel/Motel Tax Fund 2021 Budget. A budget revision will be processed in January to move the funds from Unanticipated Projects to the Parks, Fair & Facilities BARS line.

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

Please review and sign.

County Official signature & print name: Debi Cook _____

Name of Employee/Stakeholder attending meeting: Debi Cook

Relevant Departments: BOCC, Parks, Fair & Facilities

Date submitted: 12/14/2020

2c
1-5-21

Contract 19925.21.001

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Parks, Fair and Facilities
Address: 223 E 4th St., Suite 7
Port Angeles, WA 98362
Phone Nº: 360-417-2429

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☐ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 1st day of January 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2020.

CONTRACTOR

Print name: Joel Winborn

Title: Parks, Fair and Facilities Director

Date: DECEMBER 14, 20

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

Clallam County Parks, Fair & Facilities Department manages 22 parks that are tourist attractions, providing opportunities for outdoor activities and access to salt and freshwater beaches & boat launches, and a County Fair that's a premier attraction providing a local, rural fair with a big County feel. Visiting tourists to Clallam County Parks and Fair increases county Lodging Tax.

Clallam County Parks and Fair marketing and promotional efforts include:

Advertise with publications such as:

- Outdoors NW magazine
- Olympic Peninsula Visitor Bureau mail inserts
- Coho Magazine
- Spring/Summer Visitor Guide – Sound Publishing
- One Tank of Gas tab – Everett Herald
- Visitor Guide – Kitsap Weekly
- Outdoors NW magazine
- Lavender Festival – Sound Publishing
- Scenic WA magazine
- General Park brochures
- Salt Creek, Dungeness, and Camp David Jr brochures
- Fall/Winter Visitor Guide – Sound Publishing
- Outdoors NW magazine
- Spring/Summer Visitor Guide – Sound Publishing
- Lavender Festival – Sound Publishing

Updates:

- Pamphlet (update; design; print; distribute)
- Website
- Social media
- Maps

Establish:

- CC Parks & Fair YouTube Channel dedicated to Clallam County Parks & Fair promotional parks videos and fair footage.

Site Improvements:

- Day-Use park restrooms
- Improve and repair boat launches
- Clallam Bay maintenance and operations

Support Staff:

- Day Use Parks Summer Seasonal Staff

Meet with the Lodging Tax Advisory Committee on a yearly basis to:

- Review goals and objectives for tourism enhancement.
- Review expenditure of funds.
- Review achievements of the past year.
- Discuss the proposed work plan for the coming year.
- Additional review may be required by the Commissioners upon reasonable notice.

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of THIRTY NINE THOUSAND DOLLARS ($39,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position ***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS ($) for the completed work set forth in Attachment "A."

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☒ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

☐ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☐	COMMERCIAL GENERAL LIABILITY:		
	Bodily injury, including death	$	per occurrence
		$	aggregate
	Property damage	$	per occurrence
		$	aggregate
☐	ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$	per occurrence
☐	WORKERS COMPENSATION:	Statutory amount	

☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	$	per occurrence
	$	aggregate
Property damage liability	$	per occurrence
	$	aggregate

☐ BUSINESS AUTOMOBILE LIABILITY: $ per occurrence

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

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

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

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

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

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

2d
1-5-21

AGENDA ITEM SUMMARY

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date: 12/28/2020**

REGULAR AGENDA ☒ **Meeting Date: 1/05/2021**

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

Item Summary:*

☐ Call for Hearing
☐ Resolution
☐ Draft Ordinance
☒ Contract/Agreement/MOU**
☐ Proclamation
☐ Final Ordinance
Contract # 19925.21.003
☐ Budget Item
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Personal Services Agreement with the Public Works in the amount of $150,000 for Olympic Discovery Trail improvement projects.

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?** ☒

These funds are already allocated in the Hotel/Motel Tax Fund 2021 Budget. A budget revision will be processed in January to move the funds from Unanticipated Projects to the Public Works BARS line.

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

Please review and sign.

County Official signature & print name: Debi Cook _____

Name of Employee/Stakeholder attending meeting: Debi Cook, Steve Gray

Relevant Departments: BOCC, Public Works

Date submitted: 12/14/2020

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Public Works
Address: 223 E 4th St., Suite 6
Port Angeles, WA 98362
Phone Nº: 360-417-2429

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☐ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 1st day of January 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2020.

CONTRACTOR

R Tyler, P.E.

Print name: Ross Tyler

Title: Public Works Director

Date: 12/10/2020, 20

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding of the following 2021 Olympic Discovery Trail (ODT) Improvement Projects:

1. ***ODT-Forks to La Push Trail Corridor Acquisition.*** The lodging tax grant will be used to assist with trail corridor acquisition efforts between US 101 and the Olympic National Park boundary in the vicinity of SR 110 needed to support future development of the approximately 13-mile planned western terminus of the ODT between the communities of Forks and La Push.

2. ***Meet with the Lodging Tax Advisory Committee on a yearly basis to:***
   - Review goals and objectives for tourism enhancement.
   - Review expenditure of funds.
   - Review achievements of the past year.
   - Discuss the proposed work plan for the coming year.
   - Additional review may be required by the Commissioners upon reasonable notice.

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of ONE HUNDRED, FIFTY THOUSAND DOLLARS ($150,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position ***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS ($) for the completed work set forth in Attachment "A."

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☒ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

☐ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☐	COMMERCIAL GENERAL LIABILITY:		
	Bodily injury, including death	$	per occurrence
		$	aggregate
	Property damage	$	per occurrence
		$	aggregate
☐	ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$	per occurrence
☐	WORKERS COMPENSATION:	Statutory amount	

☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	$	per occurrence
	$	aggregate
Property damage liability	$	per occurrence
	$	aggregate

☐ BUSINESS AUTOMOBILE LIABILITY: $ per occurrence

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

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

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

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

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

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

2e
1-5-21

AGENDA ITEM SUMMARY

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date: 12/28/2020**

REGULAR AGENDA ☒ **Meeting Date: 1/05/2021**

Required Originals Approved and Attached? ☒
Will Be Provided On:

Item Summary:*

☐ Call for Hearing
☒ Contract/Agreement/MOU** Contract # 19925.21.002
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

Personal Services Agreement with the Olympic Peninsula Visitor Bureau in the amount of $500,000 in order to promote year-round tourism.

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?** ☒

These funds are already allocated in the Hotel/Motel Tax Fund 2021 Budget. A budget revision will be processed in January to move the funds from Unanticipated Projects to Olympic Peninsula Visitor Bureau BARS line.

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

Please review and sign.

County Official signature & print name: Debi Cook

Name of Employee/Stakeholder attending meeting: Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 12/15/2020

* Submit original and 5 copies
** Submit **3** originals and 5 copies

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

2e
1-5-21

PERSONAL SERVICES AGREEMENT

Contract Number: 19925.21.002

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Olympic Peninsula Visitor Bureau
Address: P.O. Box 670
Port Angeles, Washington 98362
Phone Nº: 360.452.8552

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A – Scope of Work

☒ Attachment B – Compensation

☒ Attachment C – General Conditions

☒ Attachment D – Special Terms and Conditions

☐ Attachment E – (specify)

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

The term of this Agreement shall commence on the first day of January 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of December 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2020.

OLYMPIC PENINSULA VISITOR BUREAU

Marsha Massey

Marsha Massey, Executive Director

Date: December 16, 2020

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

SCOPE OF WORK

Clallam County is responsible for the hotel/motel tax collected in the unincorporated areas of Clallam County and these funds are limited by statute. Clallam County is dedicated to using hotel/motel tax funds to enhance tourism in the unincorporated areas of the County by working together with other governmental agencies, groups, and organizations.

The Contractor, a non-profit corporation, was formed to promote and develop a multi-faceted, year-round tourism industry in Clallam County and is willing and able to assume the responsibilities as set forth in this document.

Purpose of Agreement: To establish a comprehensive, viable tourism industry in Clallam County and a professionally managed tourism promotion and enhancement program by:

a) Working to increase and enhance the use of countywide hotel/motel facilities by developing and executing a tourism, publicity, and marketing plan targeted outside Clallam County.
b) Enhancing and extending the tourism season through increased shoulder season marketing including, but not limited to, better access and availability of information on facilities, activities, and events within Clallam County.
c) Through partnerships, developing and promoting programs that direct tourists from one area of the Olympic Peninsula to another to enhance the number of days spent in Clallam County.
d) Developing, supporting and/or promoting a broad spectrum of experiences, activities, and events within the County that encourage tourists to extend and repeat visits to the area.
e) Developing and administering a tourism marketing grant program for Clallam County, under the lodging tax guidelines.
f) Coordinating various communications and publications including, but not limited to, monthly e-newsletters, lure brochures, and special seasonal publications as directed by the Board of Directors.
g) Developing and maintaining an active program of communication to related tourism information providers.
h) Building community awareness of the economic value of tourism through media relations and community involvement.
i) Providing leadership and guidance to partners in the development of tourism marketing strategies.
j) Developing and implementing countywide tourism marketing program in concert with the Board of Directors.
k) Participating in and providing leadership to the joint marketing partnership as the organization's contribution to the overall effort of promoting the Olympic Peninsula on a destination-centric, cooperative basis.
l) Maintaining and enhancing the OlympicPeninsula.org website.
m) Working with the Parks, Fair and Facilities Department to promote use of County Parks for day use and overnight stays by out-of-area visitors, through communications, public relations, advertising, representation on OlympicPeninsula.org website, and appropriate printed materials. As needed, provide assistance to the County to improve Park web pages.
n) Include the County Fair in the events portion of the website and relevant printed collateral.

The Contractor shall:

a) Take all steps necessary to accomplish the goals and objectives set forth in "Purpose of Agreement" above.
b) Notify Clallam County at the time the budget is negotiated each year of any and all bylaw amendments adopted by the Contractor's Board.
c) Develop an annual operating and capital budget including program goals and objectives, and submit it for approval by LTAC before going to the Clallam County Board of Commissioners for consideration by November 1.
d) Maintain all accounting and expenditure records of the budget. These records and accounts shall accurately reflect all direct and indirect costs incurred and services performed pursuant to this contract. These records shall be kept for five (5) years by the Contractor and shall be subject to

inspection or audit by the County at all reasonable times during the performance of this contract and five years after termination thereof.

e) Meet with the Clallam County Board of Commissioners or their designee two times each year to review goals and objectives for tourism enhancement and expenditure of funds, and once a year to discuss the proposed budget for the coming year, set the amount of financial support, and review the achievements of the past year.

f) Select members to the Contractor's Board according to its bylaws, assuring that the Contractor's board responsibly performs its duties as enumerated in this agreement, and establishing rules as to the operation of the Contractor.

g) Require review and approval by the Clallam County Board of Commissioners of any budget revisions which change the scope of work of this agreement.

h) Ensure the tourism promotion program funded under this agreement is consistent with the intent of RCW 67.28.

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position ***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS ($) for the completed work set forth in Attachment "A."

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

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

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

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

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

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

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

    (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

(b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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

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

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

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

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

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

    (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

    (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

    (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

    In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

    (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of

Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

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

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

    Name: Not applicable

    Title:

    Address:

    Telephone:

    E-mail:

    Fax:

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

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

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.

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

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

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

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

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state and local statutes, ordinances and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

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

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

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

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

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

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

☐ With each request for payment.

☐ Monthly.

☐ Quarterly.

☒ Semi-annually.

☐ Annually.

☐ Project completion.

☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ COMPREHENSIVE GENERAL LIABILITY:		
Bodily injury, including death.	$1,000,000	per occurrence
Property damage	$1,000,000	per occurrence
☐ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail).	$	per occurrence
☐ WORKERS COMPENSATION:	Statutory amount	
☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
Bodily injury, liability, including death	$	per occurrence
Property damage liability	$	per occurrence

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

Any such insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurances is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

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

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

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

2f
1-5-21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** ~~12/29/2020~~ 1/5/2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-21-WEO
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and West End Outreach. West End Outreach will provide treatment for behavioral health conditions to unfunded and underfunded individuals and families. This contract is effective January 1, 2021 through December 31, 2021 in the amount of $38,915.00.

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?** ☐

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt and Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted:

2f

11323-21-WEO 45-21

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2021 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and WEST END OUTREACH SERVICES, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Jenny Oppelt**
Contact Phone:	(360) 417-2431
Contact Fax:	(360) 452-9605

Contractor:	**West End Outreach Services** 530 Bogachiel Way Forks, WA 98331
Phone:	360-374-5011
Fax:	360-374-6691
Contact Person:	**Tanya MacNeil** Director tanyam@forkshospital.org

---

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide WEST END BEHAVIORAL HEALTH SERVICES Appendix A, Statement of Work and Budget, attached for a maximum consideration of $38,915.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2020.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

_____
Chair Date
Commissioner Mark Ozias

ATTEST:

_____
Loni Gores, Clerk of the Board

WEST END OUTREACH SERVICES:

_____ 12/8/2020
Authorized Signature Date

APPROVED AS TO FORM:

By DPA Alvarez on December 3, 2020

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

A. **Provider Agreement/Agreement** means the contract between Clallam County Department of Health and Human Services and the Contractor, and includes the Special Terms and Conditions, General Terms and Conditions, and any other documents attached or incorporated by reference.

B. **Contractor** means the entity performing services pursuant to the Agreement and includes the Contractor's officers, employees and/or agents. For purposes of any permitted Subcontract, **Contractor** includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

C. **County** means Clallam County and its appointed and/or elected officials, officers, employees and/or authorized agents.

D. **Client** or **Patient** shall mean any individual applying for or receiving services under this Agreement.

E. **Subcontract** means a separate Agreement or Contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to this Agreement.

F. **RCW** means the Revised Code of Washington, as now or hereafter amended.

G. **WAC** means the Washington Administrative Code, as now or hereafter amended.

2. TERM OF AGREEMENT

The Contractor will provide mental health and co-occurring mental health and substance use treatment services to individuals identified as the target population in Appendix A from January 1, 2021 through December 31, 2021.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2021 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **$38,375.00.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all

records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30th, July 31st, September 30th, and January 31st, 2022). The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist.

A. Quarterly electronic reports will be submitted to One Tenth Online in a form collaboratively developed with the County and/or Kitsap County Health District. This form will include a short narrative to summarize the Contractor's quarterly activities under this agreement including any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation.

B. Upon request, additional reports of activities and services provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

The Contractor must bill no later than **45 days after month of service**. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to: **Clallam County Department of Health and Human Services**
Attn: Behavioral Health Billing
111 E 3rd Street
Port Angeles, WA 98362

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds, and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

1. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

2. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

3. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

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

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

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

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall be provided in writing by the Contractor's carrier(s): Contractual Liability for Personal Injury Liability and Stop Gap Employers Liability.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

   Contractor shall maintain product and completed operations liability coverage for a period of at least thirty-six months following completion of Contractor's work.

3. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

4. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

B. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

1. Workers' Compensation
   Statutory — Bodily Injury including Death by Accident or Disease

2. Stop Gap Employers' Liability
   $1,000,000 — Bodily Injury including Death by Accident - Each Accident
   $1,000,000 — Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 — Bodily Injury including Death by Disease – Each Employee

3. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 — General Aggregate
   $2,000,000 — Products and Completed Operations Aggregate
   $1,000,000 — Personal Injury
   $1,000,000 — Each Occurrence

4. Automobile Liability
   $1,000,000 — Bodily Injury including Death and Property Damage - Per Accident

5. Professional Liability
   $ 2,000,000 — Per Occurrence
   $ 2,000,000 — Annual Aggregate
   or
   $ 1,000,000 — Per Occurrence
   $ 3,000,000 — Annual Aggregate

C. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any other insurance maintained by the County shall be excess and not contributing insurance with Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

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

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

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

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

Contractor's failure to obtain and maintain any and all required policies of insurance during the term of this Agreement shall be grounds for the County to withhold compensation otherwise due to the Contractor.

20. PROGRAM OUTREACH, CLIENT REFERRAL AND CARE COORDINATION

It is the responsibility of the Contractor to conduct outreach activities to inform the public and relevant providers of the availability of services.

When a client is determined to be in need of services other than or in addition to the services provided by this Contractor, it is the responsibility of the Contractor to direct the client to such services and to conduct appropriate care coordination.

Referrals, case consultation, and all care management activities are always to be documented in the client's clinical chart.

21. ASSESSMENT REQUIREMENTS

Mental health providers and ARNPs are required to incorporate formalized substance use screening into assessment activities. Substance use treatment providers are required to incorporate formal mental health screening into assessment activities. Screening tools and results are to be included in the client's chart. Where indicated, all providers must make referrals as needed to substance use or mental health services and to conduct follow-up co-consultation activities. These activities are to be documented in the clinical chart.

22. CO-OCCURRING DISORDERS TREATMENT REQUIREMENTS

Contractors with clients diagnosed with co-occurring disorders must conduct the following clinical activities:

A. Documentation of current substance use and mental health psychosocial assessment in the client chart that includes all diagnoses;

B. Documentation of treatment plan in the chart that integrates findings of both the substance use and mental health assessments and that has been co-developed by the substance use and mental health program staff;

C. Evidence in the chart of care coordination with local substance use or mental health providers, or with dually-qualified staff on-site;

D. Documentation in the chart of all co-occurring disorders treatment activities, including weekly clinical supervision, which is to include all agency staff routinely involved in the client care of clients who have co-occurring disorders.

23. CULTURAL COMPETENCY

All services provided by the Contractor shall be designed and delivered in a manner sensitive to the needs of people from diverse backgrounds including people of racial, ethnic and cultural minorities, immigrant and refugee communities, those in rural areas, those with disabilities, lesbian, gay, bisexual, transgender, and queer populations, and economically and socially disadvantaged groups.

24. REQUIREMENT OF MEDICAID TITLE XIX ELIGIBILITY REVIEW

A. Contractors must screen all clients who are candidates for the funds under consideration for Medicaid eligibility, using the Title XIX Financial Eligibility Screening Processes. Those clients deemed potentially eligible for Title XIX funded services must be referred to the DSHS Community Services Office (CSO) to apply for financial assistance.

B. Charging for services rendered to clients eligible for Title XIX services to the funds made available by this Agreement shall constitute an overpayment.

25. DISPUTE RESOLUTION

The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.

Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County Contracts Manager at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Contracts Manager shall be final thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Contracts Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Contracts Manager are in error, and a brief statement of the relief sought. The County will have an opportunity to respond in writing to the appeal, and its response shall include facts, laws, and argument as to why the conclusion of the County Contracts Manager should be affirmed.

If an appeal of the County Contracts Manager decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member.

The Dispute Resolution Board will resolve the dispute based upon the written appellate materials submitted by the Contractor and responsive written materials provided to the Board and served on the Contractor by the County Contracts Manager. Live testimony will not be permitted and oral argument will be permitted only if requested by the Board. If oral argument is requested it will be conducted in accordance with Rule 11.4 of the Washington Rules of Appellate Procedure. The Board will issue a written decision and serve it on both parties.

Review of any Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Contracts Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

26. SEVERABILITY

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

27. SURVIVAL

Without being exclusive, Sections 14, 15, 25 and 26 above shall survive any re-negotiation, termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

APPENDIX A
STATEMENT OF WORK AND BUDGET

West End Outreach Services will provide treatment for behavioral health conditions to low income individuals and families. Services include intake/assessment, individual and group counseling, case management, peer support services, psychiatric evaluations, medication monitoring, and day treatment services.

Services will be provided to unfunded/underfunded individuals at or below 220% of the federal poverty level on a fee for service basis. Financial screening will be done to establish eligibility and determine that other funding is not available for an individual's treatment.

Maximum consideration for this contract is $38,915.00

All billings will be submitted on the county provided invoice and backup for reimbursement is required.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE
January 1, 2021 – December 31, 2021

	SERVICE	RATE	MAXIMUM REIMBURSED BY COUNTY
36	Intake/Assessments	$140.00/each	$5,040.00
150	Individual/Family Therapy Hours	$80.00/hr	$12,000.00
280	Group Therapy Hours	$25.00/hr	$7,000.00
200	Case Management Hours	$25.00/hr	$5,000.00
15	Psychiatric Evals/Med Monitoring	$200.00/each	$3,000.00
95	Peer Support Hours	$25.00/hr	$2,375.00
4	Quarterly Reports	$125.00/each	$500.00
160	Day Treatment Service Hours	$25.00/hr	$4,000.00
	TOTAL		**$38,915.00**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings.

Funds will not be moved between categories unless approved in writing by the county project manager. Requests to move funds cannot exceed 10% of the total budget. Funds will not be carried over to future years.

29
1-5-21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** ~~12/29/2020~~ 1/5/2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-21-PBH-UN
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Peninsula Behavioral Health. PBH will utilize these funds as last resort to support outpatient and residential services under or uninsured Clients. This contract is effective January 1, 2021 through December 31, 2021 in the amount of $111,750.00.

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?** ☐

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt and Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted:

29
1-5-21

11323-21-PBH-UN

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2021 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and PENINSULA BEHAVIORAL HEALTH, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

Project Manager: **Jenny Oppelt**
Contact Phone: (360) 417-2431
Contact Fax: (360) 452-9605

Contractor: **Peninsula Behavioral Health**
118 E 8th Street
Port Angeles, WA 98362

Phone: 360-457-0431
Fax: 360-457-0493

Contact Person: **Kathy Stevens**
Clinical Director
kathys@peninsulabehavioral.org

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for ACCESS TO BEHAVIORAL HEALTHCARE SERVICES FOR LOW INCOME INDIVIDUALS Appendix A, Statement of Work and Budget, attached for a maximum consideration of $111,750.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2020.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

_____
Chair Date

Commissioner Mark Ozias

ATTEST:

_____
Loni Gores, Clerk of the Board

PENINSULA BEHAVIORAL HEALTH:

Wendy A. Sisk 12/8/2020
Authorized Signature Date

APPROVED AS TO FORM:

By DPA Alvarez on December 3, 2020

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

A. **Provider Agreement/Agreement** means the contract between Clallam County Department of Health and Human Services and the Contractor, and includes the Special Terms and Conditions, General Terms and Conditions, and any other documents attached or incorporated by reference.

B. **Contractor** means the entity performing services pursuant to the Agreement and includes the Contractor's officers, employees and/or agents. For purposes of any permitted Subcontract, **Contractor** includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

C. **County** means Clallam County and its appointed and/or elected officials, officers, employees and/or authorized agents.

D. **Client** or **Patient** shall mean any individual applying for or receiving services under this Agreement.

E. **Subcontract** means a separate Agreement or Contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to this Agreement.

F. **RCW** means the Revised Code of Washington, as now or hereafter amended.

G. **WAC** means the Washington Administrative Code, as now or hereafter amended.

2. TERM OF AGREEMENT

The Contractor will provide mental health and co-occurring mental health and substance use treatment services to individuals identified as the target population in Appendix A from January 1, 2021 through December 31, 2021.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2021 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **$111,750.00.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all

records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30th, July 31st, September 30th, and January 31st, 2022). The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist.

A. Quarterly electronic reports will be submitted to One Tenth Online in a form collaboratively developed with the County and/or Kitsap County Health District. This form will include a short narrative to summarize the Contractor's quarterly activities under this agreement including any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation.

B. Upon request, additional reports of activities and services provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

The Contractor must bill no later than **45 days after month of service**. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to: **Clallam County Department of Health and Human Services**
Attn: Behavioral Health Billing
111 E 3rd Street
Port Angeles, WA 98362

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds, and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

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

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

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

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall be provided in writing by the Contractor's carrier(s): Contractual Liability for Personal Injury Liability and Stop Gap Employers Liability.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

   Contractor shall maintain product and completed operations liability coverage for a period of at least thirty-six months following completion of Contractor's work.

3. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

4. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

B. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

1. Workers' Compensation
   Statutory — Bodily Injury including Death by Accident or Disease

2. Stop Gap Employers' Liability
   $1,000,000 — Bodily Injury including Death by Accident - Each Accident
   $1,000,000 — Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 — Bodily Injury including Death by Disease – Each Employee

3. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 — General Aggregate
   $2,000,000 — Products and Completed Operations Aggregate
   $1,000,000 — Personal Injury
   $1,000,000 — Each Occurrence

4. Automobile Liability
   $1,000,000 — Bodily Injury including Death and Property Damage - Per Accident

5. Professional Liability
   $ 2,000,000 — Per Occurrence
   $ 2,000,000 — Annual Aggregate
   or
   $ 1,000,000 — Per Occurrence
   $ 3,000,000 — Annual Aggregate

C. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any other insurance maintained by the County shall be excess and not contributing insurance with Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

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

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

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

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

Contractor's failure to obtain and maintain any and all required policies of insurance during the term of this Agreement shall be grounds for the County to withhold compensation otherwise due to the Contractor.

20. PROGRAM OUTREACH, CLIENT REFERRAL AND CARE COORDINATION

It is the responsibility of the Contractor to conduct outreach activities to inform the public and relevant providers of the availability of services.

When a client is determined to be in need of services other than or in addition to the services provided by this Contractor, it is the responsibility of the Contractor to direct the client to such services and to conduct appropriate care coordination.

Referrals, case consultation, and all care management activities are always to be documented in the client's clinical chart.

21. ASSESSMENT REQUIREMENTS (if applicable)

Mental health providers and ARNPs are required to incorporate formalized substance use screening into assessment activities. Substance use treatment providers are required to incorporate formal mental health screening into assessment activities. Screening tools and results are to be included in the client's chart. Where indicated, all providers must make referrals as needed to substance use or mental health services and to conduct follow-up co-consultation activities. These activities are to be documented in the clinical chart.

22. CO-OCCURRING DISORDERS TREATMENT REQUIREMENTS

Contractors with clients diagnosed with co-occurring disorders must conduct the following clinical activities:

A. Documentation of current substance use and mental health psychosocial assessment in the client chart that includes all diagnoses;

B. Documentation of treatment plan in the chart that integrates findings of both the substance use and mental health assessments and that has been co-developed by the substance use and mental health program staff;

C. Evidence in the chart of care coordination with local substance use or mental health providers, or with dually-qualified staff on-site;

D. Documentation in the chart of all co-occurring disorders treatment activities, including weekly clinical supervision, which is to include all agency staff routinely involved in the client care of clients who have co-occurring disorders.

23. CULTURAL COMPETENCY

All services provided by the Contractor shall be designed and delivered in a manner sensitive to the needs of people from diverse backgrounds including people of racial, ethnic and cultural minorities, immigrant and refugee communities, those in rural areas, those with disabilities, lesbian, gay, bisexual, transgender, and queer populations, and economically and socially disadvantaged groups.

24. REQUIREMENT OF MEDICAID TITLE XIX ELIGIBILITY REVIEW

A. Contractors must screen all clients who are candidates for the funds under consideration for Medicaid eligibility, using the Title XIX Financial Eligibility Screening Processes. Those clients deemed potentially eligible for Title XIX funded services must be referred to the DSHS Community Services Office (CSO) to apply for financial assistance.

B. Charging for services rendered to clients eligible for Title XIX services to the funds made available by this Agreement shall constitute an overpayment.

25. DISPUTE RESOLUTION

The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.

Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County Contracts Manager at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Contracts Manager shall be final thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Contracts Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Contracts Manager are in error, and a brief statement of the relief sought. The County will have an opportunity to respond in writing to the appeal, and its response shall include facts, laws, and argument as to why the conclusion of the County Contracts Manager should be affirmed.

If an appeal of the County Contracts Manager decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member.

The Dispute Resolution Board will resolve the dispute based upon the written appellate materials submitted by the Contractor and responsive written materials provided to the Board and served on the Contractor by the County Contracts Manager. Live testimony will not be permitted and oral argument will be permitted only if requested by the Board. If oral argument is requested it will be conducted in accordance with Rule 11.4 of the Washington Rules of Appellate Procedure. The Board will issue a written decision and serve it on both parties.

Review of any Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Contracts Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

26. SEVERABILITY

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

27. SURVIVAL

Without being exclusive, Sections 14, 15, 25 and 26 above shall survive any re-negotiation, termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

APPENDIX A
STATEMENT OF WORK AND BUDGET

Contractor will provide treatment services for adults and children for behavioral health services including mental health and substance use disorders. The recipients of the services will be unfunded, low income clients who are unfunded, underfunded, low income, ineligible for Medicaid, or have catastrophic insurance or Medicare with high deductibles and cannot afford their co-pays thus preventing them from receiving necessary services.

Contractor will provide residential services at the Arlene Engel Home for two clients for 365 days each. This will be reimbursed at $75.00 per day.

Contractor will provide Pharmacy Co-pays through their onsite Genoa Pharmacy for clients in financial hardship with immediate medication needs.

Financial screening will be done to establish eligibility and determine that other funding is not available for an individual's treatment.

Maximum consideration for this contract is $111,750.00.

All billings will be submitted on the county provided invoice and backup for reimbursement is required.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE
January 1, 2021 – December 31, 2021

SERVICE	RATE	MAXIMUM REIMBURSED BY COUNTY
NO COVERAGE		
Mental Health (MH) Evaluations	$150/hour	-
MH Individual Therapy	$105/hour	-
MH Group Therapy	$30/hour	-
MH Case Management Services	$30/hour	-
Nurse Practitioner Mental Health Evaluations	$150/hour	-
Nurse Practitioner Medication Management	$150/hour	-
Adult Day Treatment	$30/hour	-
SUD Assessments	$90/hour	-
SUD Family Therapy	$90/hour	-
SUD Case Management	$30/hour	-
SUD Intensive Case Management	$45/hour	-
SUD Individual Therapy	$75/hour	-
SUD Intensive Outpatient Group	$45/hour	-
SUD Group Therapy	$45/hour	-
NO COVERAGE TOTAL:		$40,550.00
LIMITED COVERAGE		
Mental Health (MH) Evaluations	$150/hour	-
MH Individual Therapy	$105/hour	-

MH Group Therapy	$30/hour	-
MH Case Management Services	$30/hour	-
Nurse Practitioner Mental Health Evaluations	$150/hour	-
Nurse Practitioner Medication Management	$150/hour	-
Adult Day Treatment	$30/hour	-
SUD Assessments	$90/hour	-
SUD Family Therapy	$90/hour	-
SUD Case Management	$30/hour	-
SUD Intensive Case Management	$45/hour	-
SUD Individual Therapy	$75/hour	-
SUD Intensive Outpatient Group	$45/hour	-
SUD Group Therapy	$45/hour	-
LIMITED COVERAGE TOTAL:		$10,450.00
RESIDENTIAL		
No Medicaid Coverage (2 clients)	$75/Day	$54,750.00
PHARMACY COPAYS (onsite Genoa Pharmacy)		$6,000.00
TOTAL		**$111,750.00**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings.

Funds will not be moved between categories unless approved in writing by the county project manager. Requests to move funds cannot exceed 10% of the total budget. Funds will not be carried over to future years.

2h
1-5-21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** ~~12/29/2020~~ 1/5/2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-21-PBH-MHFA
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Peninsula Behavioral Health. PBH will provide Youth and Adult Mental Health First Aid classes at no cost to participants virtually and in person (dependent on pandemic guidelines). The goal will be for participants to learn to identify, understand, and respond to signs of mental illness. This contract is effective January 1, 2021 through December 31, 2021 in the amount of $18,000.

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?** ☐

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted:

* 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)

AIS - 21-PBH-MHFA
Revised: 3-04-2019

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

2h
1-5-21

11323-21-PBH-MHFA

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2021 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and PENINSULA BEHAVIORAL HEALTH, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

Project Manager: **Jenny Oppelt**
Contact Phone: (360) 417-2431
Contact Fax: (360) 452-9605

Contractor: **Peninsula Behavioral Health**
118 E 8th Street
Port Angeles, WA 98362

Phone: 360-457-0431
Fax: 360-457-0493

Contact Person: **Kathy Stevens**
Clinical Director
kathys@peninsulabehavioral.org

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for MENTAL HELTH FIRST AID, Appendix A, Statement of Work and Budget, attached for a maximum consideration of $18,000.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2020.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

_____
Chair Date
Commissioner Mark Ozias

ATTEST:

_____
Loni Gores, Clerk of the Board

PENINSULA BEHAVIORAL HEALTH:

Wendy A. Siske 12/8/2020
Authorized Signature Date

APPROVED AS TO FORM:

By DPA Alvarez on December 3, 2020

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

A. **Provider Agreement/Agreement** means the contract between Clallam County Department of Health and Human Services and the Contractor, and includes the Special Terms and Conditions, General Terms and Conditions, and any other documents attached or incorporated by reference.

B. **Contractor** means the entity performing services pursuant to the Agreement and includes the Contractor's officers, employees and/or agents. For purposes of any permitted Subcontract, **Contractor** includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

C. **County** means Clallam County and its appointed and/or elected officials, officers, employees and/or authorized agents.

D. **Client** or **Patient** shall mean any individual applying for or receiving services under this Agreement.

E. **Subcontract** means a separate Agreement or Contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to this Agreement.

F. **RCW** means the Revised Code of Washington, as now or hereafter amended.

G. **WAC** means the Washington Administrative Code, as now or hereafter amended.

2. TERM OF AGREEMENT

The Contractor will provide mental health and co-occurring mental health and substance use treatment services to individuals identified as the target population in Appendix A from January 1, 2021 through December 31, 2021.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2021 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **$18,000.00.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated

staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30th, July 31st, September 30th, and January 31st, 2022). The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist.

A. Quarterly electronic reports will be submitted to One Tenth Online in a form collaboratively developed with the County and/or Kitsap County Health District. This form will include a short narrative to summarize the Contractor's quarterly activities under this agreement including any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation.

B. Upon request, additional reports of activities and services provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

The Contractor must bill no later than **45 days after month of service**. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to: **Clallam County Department of Health and Human Services**
Attn: Behavioral Health Billing
111 E 3rd Street
Port Angeles, WA 98362

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds, and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

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

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

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

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall be provided in writing by the Contractor's carrier(s): Contractual Liability for Personal Injury Liability and Stop Gap Employers Liability.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

   Contractor shall maintain product and completed operations liability coverage for a period of at least thirty-six months following completion of Contractor's work.

3. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

4. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

B. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

1. Workers' Compensation
   Statutory — Bodily Injury including Death by Accident or Disease

2. Stop Gap Employers' Liability
   $1,000,000 — Bodily Injury including Death by Accident - Each Accident
   $1,000,000 — Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 — Bodily Injury including Death by Disease – Each Employee

3. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 — General Aggregate
   $2,000,000 — Products and Completed Operations Aggregate
   $1,000,000 — Personal Injury
   $1,000,000 — Each Occurrence

4. Automobile Liability
   $1,000,000 — Bodily Injury including Death and Property Damage - Per Accident

5. Professional Liability
   $ 2,000,000 — Per Occurrence
   $ 2,000,000 — Annual Aggregate
   or
   $ 1,000,000 — Per Occurrence
   $ 3,000,000 — Annual Aggregate

C. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any other insurance maintained by the County shall be excess and not contributing insurance with Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

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

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

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

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

Contractor's failure to obtain and maintain any and all required policies of insurance during the term of this Agreement shall be grounds for the County to withhold compensation otherwise due to the Contractor.

20. PROGRAM OUTREACH, CLIENT REFERRAL AND CARE COORDINATION

It is the responsibility of the Contractor to conduct outreach activities to inform the public and relevant providers of the availability of services.

When a client is determined to be in need of services other than or in addition to the services provided by this Contractor, it is the responsibility of the Contractor to direct the client to such services and to conduct appropriate care coordination.

Referrals, case consultation, and all care management activities are always to be documented in the client's clinical chart.

21. ASSESSMENT REQUIREMENTS (if applicable)

Mental health providers and ARNPs are required to incorporate formalized substance use screening into assessment activities. Substance use treatment providers are required to incorporate formal mental health screening into assessment activities. Screening tools and results are to be included in the client's chart. Where indicated, all providers must make referrals as needed to substance use or mental health services and to conduct follow-up co-consultation activities. These activities are to be documented in the clinical chart.

22. CO-OCCURRING DISORDERS TREATMENT REQUIREMENTS

Contractors with clients diagnosed with co-occurring disorders must conduct the following clinical activities:

A. Documentation of current substance use and mental health psychosocial assessment in the client chart that includes all diagnoses;

B. Documentation of treatment plan in the chart that integrates findings of both the substance use and mental health assessments and that has been co-developed by the substance use and mental health program staff;

C. Evidence in the chart of care coordination with local substance use or mental health providers, or with dually-qualified staff on-site;

D. Documentation in the chart of all co-occurring disorders treatment activities, including weekly clinical supervision, which is to include all agency staff routinely involved in the client care of clients who have co-occurring disorders.

23. CULTURAL COMPETENCY

All services provided by the Contractor shall be designed and delivered in a manner sensitive to the needs of people from diverse backgrounds including people of racial, ethnic and cultural minorities, immigrant and refugee communities, those in rural areas, those with disabilities, lesbian, gay, bisexual, transgender, and queer populations, and economically and socially disadvantaged groups.

24. REQUIREMENT OF MEDICAID TITLE XIX ELIGIBILITY REVIEW

A. Contractors must screen all clients who are candidates for the funds under consideration for Medicaid eligibility, using the Title XIX Financial Eligibility Screening Processes. Those clients deemed potentially eligible for Title XIX funded services must be referred to the DSHS Community Services Office (CSO) to apply for financial assistance.

B. Charging for services rendered to clients eligible for Title XIX services to the funds made available by this Agreement shall constitute an overpayment.

25. DISPUTE RESOLUTION

The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.

Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County Contracts Manager at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Contracts Manager shall be final thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Contracts Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Contracts Manager are in error, and a brief statement of the relief sought. The County will have an opportunity to respond in writing to the appeal, and its response shall include facts, laws, and argument as to why the conclusion of the County Contracts Manager should be affirmed.

If an appeal of the County Contracts Manager decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member.

The Dispute Resolution Board will resolve the dispute based upon the written appellate materials submitted by the Contractor and responsive written materials provided to the Board and served on the Contractor by the County Contracts Manager. Live testimony will not be permitted and oral argument will be permitted only if requested by the Board. If oral argument is requested it will be conducted in accordance with Rule 11.4 of the Washington Rules of Appellate Procedure. The Board will issue a written decision and serve it on both parties.

Review of any Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Contracts Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

26. SEVERABILITY

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

27. SURVIVAL

Without being exclusive, Sections 14, 15, 25 and 26 above shall survive any re-negotiation, termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

APPENDIX A
STATEMENT OF WORK AND BUDGET

Contractor will provide minimum of four (4) Adult Mental health First Aid (MHFA) classes and four (4) Youth Mental health First Aid classes throughout the county. Funding will cover the cost so participants can attend free of charge. Classes are limited to 30 participants per class and will be provided virtually and/or in person. MHFA is an 8-hour training certification course that teaches community members to identify, understand, and respond to signs of mental illness. Participants are taught a five step action plan to assess a situation, select and implement interventions, provide referrals, and secure appropriate care for an individual.

Clallam County Health & Human Services will be listed as the sponsor of the trainings when these funds are utilized.

Maximum consideration for this contract is $18,000.00.

All billings will be submitted on the county provided invoice and backup for reimbursement is required.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE
January 1, 2021 – December 31, 2021

STUDENTS	SERVICE	RATE	MAXIMUM REIMBURSED BY COUNTY
120	4 Adult Mental Health First Aid Classes	$75/Student	$9,000.00
120	4 Youth Mental Health First Aid Classes	$75/Student	$9,000.00
	TOTAL		**$18,000.00**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings.

Funds will not be moved between categories unless approved in writing by the county project manager. Requests to move funds cannot exceed 10% of the total budget. Funds will not be carried over to future years.

21
1-5-21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** ~~12/29/2020~~ 1/5/2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-21-PBH-PATH
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Peninsula Behavioral Health. PBH will provide Projects for Assistance in Transition from Homelessness (PATH) outreach services to homeless adults on the streets, in shelters, and in other non-traditional settings. This contract is effective January 1, 2021 through December 31, 2021 in the amount of $18,032.00.

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?** ☐

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt and Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted:

21

11323-21-PBH-PATH 1-5-21

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2021 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and PENINSULA BEHAVIORAL HEALTH, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

Project Manager: **Jenny Oppelt**
Contact Phone: (360) 417-2431
Contact Fax: (360) 452-9605

Contractor: **Peninsula Behavioral Health**
118 E 8th Street
Port Angeles, WA 98362

Phone: 360-457-0431
Fax: 360-457-0493

Contact Person: **Kathy Stevens**
Clinical Director
kathys@peninsulabehavioral.org

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for PATH, Appendix A, Statement of Work and Budget, attached for a maximum consideration of $18,032.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2020.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

_____
Chair Date

Commissioner Mark Ozias

ATTEST:

_____
Loni Gores, Clerk of the Board

PENINSULA BEHAVIORAL HEALTH:

Wendy A. Sisk 12/8/2020
Authorized Signature Date

APPROVED AS TO FORM:

By DPA Alvarez on December 3, 2020

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

A. **Provider Agreement/Agreement** means the contract between Clallam County Department of Health and Human Services and the Contractor, and includes the Special Terms and Conditions, General Terms and Conditions, and any other documents attached or incorporated by reference.

B. **Contractor** means the entity performing services pursuant to the Agreement and includes the Contractor's officers, employees and/or agents. For purposes of any permitted Subcontract, **Contractor** includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

C. **County** means Clallam County and its appointed and/or elected officials, officers, employees and/or authorized agents.

D. **Client** or **Patient** shall mean any individual applying for or receiving services under this Agreement.

E. **Subcontract** means a separate Agreement or Contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to this Agreement.

F. **RCW** means the Revised Code of Washington, as now or hereafter amended.

G. **WAC** means the Washington Administrative Code, as now or hereafter amended.

2. TERM OF AGREEMENT

The Contractor will provide mental health and co-occurring mental health and substance use treatment services to individuals identified as the target population in Appendix A from January 1, 2021 through December 31, 2021.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2021 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **$18,032.00.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated

staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30th, July 31st, September 30th, and January 31st, 2022). The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist.

A. Quarterly electronic reports will be submitted to One Tenth Online in a form collaboratively developed with the County and/or Kitsap County Health District. This form will include a short narrative to summarize the Contractor's quarterly activities under this agreement including any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation.

B. Upon request, additional reports of activities and services provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

The Contractor must bill no later than **45 days after month of service**. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to: **Clallam County Department of Health and Human Services**
Attn: Behavioral Health Billing
111 E 3rd Street
Port Angeles, WA 98362

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds, and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

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

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

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

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall be provided in writing by the Contractor's carrier(s): Contractual Liability for Personal Injury Liability and Stop Gap Employers Liability.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

   Contractor shall maintain product and completed operations liability coverage for a period of at least thirty-six months following completion of Contractor's work.

3. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

4. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

B. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

1. Workers' Compensation
   Statutory — Bodily Injury including Death by Accident or Disease

2. Stop Gap Employers' Liability
   $1,000,000 — Bodily Injury including Death by Accident - Each Accident
   $1,000,000 — Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 — Bodily Injury including Death by Disease – Each Employee

3. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 — General Aggregate
   $2,000,000 — Products and Completed Operations Aggregate
   $1,000,000 — Personal Injury
   $1,000,000 — Each Occurrence

4. Automobile Liability
   $1,000,000 — Bodily Injury including Death and Property Damage - Per Accident

5. Professional Liability
   $ 2,000,000 — Per Occurrence
   $ 2,000,000 — Annual Aggregate
   or
   $ 1,000,000 — Per Occurrence
   $ 3,000,000 — Annual Aggregate

C. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any other insurance maintained by the County shall be excess and not contributing insurance with Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

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

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

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

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

Contractor's failure to obtain and maintain any and all required policies of insurance during the term of this Agreement shall be grounds for the County to withhold compensation otherwise due to the Contractor.

20. PROGRAM OUTREACH, CLIENT REFERRAL AND CARE COORDINATION

It is the responsibility of the Contractor to conduct outreach activities to inform the public and relevant providers of the availability of services.

When a client is determined to be in need of services other than or in addition to the services provided by this Contractor, it is the responsibility of the Contractor to direct the client to such services and to conduct appropriate care coordination.

Referrals, case consultation, and all care management activities are always to be documented in the client's clinical chart.

21. ASSESSMENT REQUIREMENTS (if applicable)

Mental health providers and ARNPs are required to incorporate formalized substance use screening into assessment activities. Substance use treatment providers are required to incorporate formal mental health screening into assessment activities. Screening tools and results are to be included in the client's chart. Where indicated, all providers must make referrals as needed to substance use or mental health services and to conduct follow-up co-consultation activities. These activities are to be documented in the clinical chart.

22. CO-OCCURRING DISORDERS TREATMENT REQUIREMENTS

Contractors with clients diagnosed with co-occurring disorders must conduct the following clinical activities:

A. Documentation of current substance use and mental health psychosocial assessment in the client chart that includes all diagnoses;

B. Documentation of treatment plan in the chart that integrates findings of both the substance use and mental health assessments and that has been co-developed by the substance use and mental health program staff;

C. Evidence in the chart of care coordination with local substance use or mental health providers, or with dually-qualified staff on-site;

D. Documentation in the chart of all co-occurring disorders treatment activities, including weekly clinical supervision, which is to include all agency staff routinely involved in the client care of clients who have co-occurring disorders.

23. CULTURAL COMPETENCY

All services provided by the Contractor shall be designed and delivered in a manner sensitive to the needs of people from diverse backgrounds including people of racial, ethnic and cultural minorities, immigrant and refugee communities, those in rural areas, those with disabilities, lesbian, gay, bisexual, transgender, and queer populations, and economically and socially disadvantaged groups.

24. REQUIREMENT OF MEDICAID TITLE XIX ELIGIBILITY REVIEW

A. Contractors must screen all clients who are candidates for the funds under consideration for Medicaid eligibility, using the Title XIX Financial Eligibility Screening Processes. Those clients deemed potentially eligible for Title XIX funded services must be referred to the DSHS Community Services Office (CSO) to apply for financial assistance.

B. Charging for services rendered to clients eligible for Title XIX services to the funds made available by this Agreement shall constitute an overpayment.

25. DISPUTE RESOLUTION

The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.

Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County Contracts Manager at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Contracts Manager shall be final thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Contracts Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Contracts Manager are in error, and a brief statement of the relief sought. The County will have an opportunity to respond in writing to the appeal, and its response shall include facts, laws, and argument as to why the conclusion of the County Contracts Manager should be affirmed.

If an appeal of the County Contracts Manager decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member.

The Dispute Resolution Board will resolve the dispute based upon the written appellate materials submitted by the Contractor and responsive written materials provided to the Board and served on the Contractor by the County Contracts Manager. Live testimony will not be permitted and oral argument will be permitted only if requested by the Board. If oral argument is requested it will be conducted in accordance with Rule 11.4 of the Washington Rules of Appellate Procedure. The Board will issue a written decision and serve it on both parties.

Review of any Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Contracts Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

26. SEVERABILITY

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

27. SURVIVAL

Without being exclusive, Sections 14, 15, 25 and 26 above shall survive any re-negotiation, termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

APPENDIX A
STATEMENT OF WORK AND BUDGET

Contractor will provide outreach to homeless adults on the streets, in shelters, and in other non-traditional settings through their Projects for Assistance in Transition from Homelessness (PATH) program. PATH staff will screen individuals for needed resources and services. PATH staff will assist clients in identification of housing options, assist with related applications, and provide support obtaining and maintaining housing.

Financial screening will be done to establish eligibility and determine that other funding is not available for an individual's treatment.

Mileage will be reimbursed at the federal rate of $0.575 per mile.

Maximum consideration for this contract is $18,032.00.

All billings will be submitted on the county provided invoice and backup for reimbursement is required.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE
January 1, 2021 – December 31, 2021

SERVICE	RATE	MAXIMUM REIMBURSED BY COUNTY
PATH Case Manager	$22/Hr	$11,180.00
Benefits	-	$3,913.00
Mileage	$0.575/mile	$1,125.00
Outreach Supplies (food, Clothes, etc)	-	$375.00
Housing/Rental Assistance	-	$600.00
Transportation for Clients (bust tickets, ect.)	-	$214.00
State Training	-	$625.00
TOTAL		**$18,032.00**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings.

Funds will not be moved between categories unless approved in writing by the county project manager. Requests to move funds cannot exceed 10% of the total budget. Funds will not be carried over to future years.

2j
1-5-21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** ~~12/29/2020~~ 1/5/2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-21-SH-HARPS
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Serenity House. Serenity House will support a HARPS case manager to administer and implement the HARPS grant. The goal will be to assist individuals who are suffering from mental health and substance use disorders with housing resources. This contract is effective January 1, 2021 through December 31, 2021 in the amount of $43,680.00.

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?** ☐

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt and Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted:

2j

11323-21-SH-HARPS 1-5-21

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2021 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and SERENITY HOUSE OF CLALLAM COUNTY, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Jenny Oppelt**
Contact Phone:	(360) 417-2431
Contact Fax:	(360) 452-9605

Contractor:	**Serenity House of Clallam County** 2203 W 18th Street Port Angeles, WA 98363
Phone:	360-452-9866
Contact Person:	**Sharon Maggard** Executive Director sharon.maggard@serenityhouseclallam.org

---

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for HARPS OPERATIONS FUNDING, Appendix A, Statement of Work and Budget, attached for a maximum consideration of $43,680.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2020.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

_____

Chair Date

Commissioner Mark Ozias

ATTEST:

_____

Loni Gores, Clerk of the Board

SERENITY HOUSE OF CLALLAM COUNTY:

Sharon E Maggard 12-16-20

Authorized Signature Date

APPROVED AS TO FORM:

By DPA Alvarez on December 3, 2020

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

A. **Provider Agreement/Agreement** means the contract between Clallam County Department of Health and Human Services and the Contractor, and includes the Special Terms and Conditions, General Terms and Conditions, and any other documents attached or incorporated by reference.

B. **Contractor** means the entity performing services pursuant to the Agreement and includes the Contractor's officers, employees and/or agents. For purposes of any permitted Subcontract, **Contractor** includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

C. **County** means Clallam County and its appointed and/or elected officials, officers, employees and/or authorized agents.

D. **Client** or **Patient** shall mean any individual applying for or receiving services under this Agreement.

E. **Subcontract** means a separate Agreement or Contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to this Agreement.

F. **RCW** means the Revised Code of Washington, as now or hereafter amended.

G. **WAC** means the Washington Administrative Code, as now or hereafter amended.

2. TERM OF AGREEMENT

The Contractor will provide mental health and co-occurring mental health and substance use treatment services to individuals identified as the target population in Appendix A from January 1, 2021 through December 31, 2021.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2021 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **$43,680.00.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated

staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30th, July 31st, September 30th, and January 31st, 2022). The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist.

A. Quarterly electronic reports will be submitted to One Tenth Online in a form collaboratively developed with the County and/or Kitsap County Health District. This form will include a short narrative to summarize the Contractor's quarterly activities under this agreement including any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation.

B. Upon request, additional reports of activities and services provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

The Contractor must bill no later than **45 days after month of service**. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to: **Clallam County Department of Health and Human Services**
Attn: Behavioral Health Billing
111 E 3rd Street
Port Angeles, WA 98362

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds, and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

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

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

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

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall be provided in writing by the Contractor's carrier(s): Contractual Liability for Personal Injury Liability and Stop Gap Employers Liability.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

   Contractor shall maintain product and completed operations liability coverage for a period of at least thirty-six months following completion of Contractor's work.

3. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

4. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

B. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

1. Workers' Compensation
   Statutory — Bodily Injury including Death by Accident or Disease

2. Stop Gap Employers' Liability
   $1,000,000 — Bodily Injury including Death by Accident - Each Accident
   $1,000,000 — Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 — Bodily Injury including Death by Disease – Each Employee

3. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 — General Aggregate
   $2,000,000 — Products and Completed Operations Aggregate
   $1,000,000 — Personal Injury
   $1,000,000 — Each Occurrence

4. Automobile Liability
   $1,000,000 — Bodily Injury including Death and Property Damage - Per Accident

5. Professional Liability
   $ 2,000,000 — Per Occurrence
   $ 2,000,000 — Annual Aggregate
   or
   $ 1,000,000 — Per Occurrence
   $ 3,000,000 — Annual Aggregate

C. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any other insurance maintained by the County shall be excess and not contributing insurance with Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

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

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

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

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

Contractor's failure to obtain and maintain any and all required policies of insurance during the term of this Agreement shall be grounds for the County to withhold compensation otherwise due to the Contractor.

20. PROGRAM OUTREACH, CLIENT REFERRAL AND CARE COORDINATION

It is the responsibility of the Contractor to conduct outreach activities to inform the public and relevant providers of the availability of services.

When a client is determined to be in need of services other than or in addition to the services provided by this Contractor, it is the responsibility of the Contractor to direct the client to such services and to conduct appropriate care coordination.

Referrals, case consultation, and all care management activities are always to be documented in the client's clinical chart.

21. ASSESSMENT REQUIREMENTS (if applicable)

Mental health providers and ARNPs are required to incorporate formalized substance use screening into assessment activities. Substance use treatment providers are required to incorporate formal mental health screening into assessment activities. Screening tools and results are to be included in the client's chart. Where indicated, all providers must make referrals as needed to substance use or mental health services and to conduct follow-up co-consultation activities. These activities are to be documented in the clinical chart.

22. CO-OCCURRING DISORDERS TREATMENT REQUIREMENTS

Contractors with clients diagnosed with co-occurring disorders must conduct the following clinical activities:

A. Documentation of current substance use and mental health psychosocial assessment in the client chart that includes all diagnoses;

B. Documentation of treatment plan in the chart that integrates findings of both the substance use and mental health assessments and that has been co-developed by the substance use and mental health program staff;

C. Evidence in the chart of care coordination with local substance use or mental health providers, or with dually-qualified staff on-site;

D. Documentation in the chart of all co-occurring disorders treatment activities, including weekly clinical supervision, which is to include all agency staff routinely involved in the client care of clients who have co-occurring disorders.

23. CULTURAL COMPETENCY

All services provided by the Contractor shall be designed and delivered in a manner sensitive to the needs of people from diverse backgrounds including people of racial, ethnic and cultural minorities, immigrant and refugee communities, those in rural areas, those with disabilities, lesbian, gay, bisexual, transgender, and queer populations, and economically and socially disadvantaged groups.

24. REQUIREMENT OF MEDICAID TITLE XIX ELIGIBILITY REVIEW

A. Contractors must screen all clients who are candidates for the funds under consideration for Medicaid eligibility, using the Title XIX Financial Eligibility Screening Processes. Those clients deemed potentially eligible for Title XIX funded services must be referred to the DSHS Community Services Office (CSO) to apply for financial assistance.

B. Charging for services rendered to clients eligible for Title XIX services to the funds made available by this Agreement shall constitute an overpayment.

25. DISPUTE RESOLUTION

The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.

Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County Contracts Manager at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Contracts Manager shall be final thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Contracts Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Contracts Manager are in error, and a brief statement of the relief sought. The County will have an opportunity to respond in writing to the appeal, and its response shall include facts, laws, and argument as to why the conclusion of the County Contracts Manager should be affirmed.

If an appeal of the County Contracts Manager decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member.

The Dispute Resolution Board will resolve the dispute based upon the written appellate materials submitted by the Contractor and responsive written materials provided to the Board and served on the Contractor by the County Contracts Manager. Live testimony will not be permitted and oral argument will be permitted only if requested by the Board. If oral argument is requested it will be conducted in accordance with Rule 11.4 of the Washington Rules of Appellate Procedure. The Board will issue a written decision and serve it on both parties.

Review of any Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Contracts Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

26. SEVERABILITY

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

27. SURVIVAL

Without being exclusive, Sections 14, 15, 25 and 26 above shall survive any re-negotiation, termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

APPENDIX A
STATEMENT OF WORK AND BUDGET

Serenity House of Clallam County will support a Housing and Recovery through Peer Services (HARPs) Case Manager to administer and implement the HARPs grant which may assist with those who are suffering from a substance use disorder and a mental health disorder and are in need of; move-in costs to secure housing; pay rental arrears to divert clients from entering homelessness; use motel as shelter stays to bridge extremely vulnerable and medically vulnerable community members to permanent housing; pay day care expenses to provide housing stabilization and assist in paying debts that are preventing them from accessing permanent housing (such as utilities and Housing Authority debts). This assistance is limited per fund term and is restricted in its usage.

Serenity House will provide staffing to manage this funding and meet state data and compliance requirements for its use. The HARPs funding does not support administrative needs of Serenity House for use of this funding.

Maximum consideration for this contract is $43,680.00.

All billings will be submitted on the county provided invoice and backup for reimbursement is required.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE
January 1, 2021 – December 31, 2021

SERVICE	MAXIMUM REIMBURSED BY COUNTY
HARPs Case Manager Salary	$43,680.00
TOTAL	**$43,680.00**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings.

Funds will not be moved between categories unless approved in writing by the county project manager. Requests to move funds cannot exceed 10% of the total budget. Funds will not be carried over to future years.

2K
1-5-21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** ~~12/29/2020~~ 1/5/2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-21-PAFD
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and The City of Port Angeles Fire Department utilizing Behavioral Health Funds (1/10th of 1%). The City of Port Angeles Fire Department will utilize a Firefighter/Paramedic to work with Fire Department response personnel and community partner agencies to identify patients who may need assistance with chronic disease management, frequent ED users, patients post discharge from the hospital or ED, patients in need of medication management, who are homeless, and others at risk due to behavioral health or substance use issues. This contract is effective January 1, 2021 through December 31, 2021 in the amount of $98,500.00.

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?** ☐

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt and Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted:

* 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)

AIS - 21-PAFD
Revised: 3-04-2019

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

2K
1-5-21

Contract 11323-21-PAFD

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2021 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and PORT ANGELES FIRE DEPARTMENT, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Jenny Oppelt**
Contact Phone:	(360) 417-2431
Contact Fax:	(360) 452-9605

Contractor:	**City of Port Angeles** 321 East 5th Street Port Angeles, WA 98362
Phone:	360-417-4651
Contact Person:	**Ken Dubuc** Fire Chief kdubuc@cityofpa.us

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for COMMUNITY PARAMEDICINE PROGRAM Appendix A, Statement of Work and Budget, attached for a maximum consideration of $98,500.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2020.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

_____
Chair Date
Commissioner Mark Ozias

ATTEST:

_____
Loni Gores, Clerk of the Board

CITY OF PORT ANGELES:

_____ 12/18/2020
City Manager Date

APPROVED AS TO FORM:

By PA Alvarez on December 3, 2020

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

A. **Provider Agreement/Agreement** means the contract between Clallam County Department of Health and Human Services and the Contractor, and includes the Special Terms and Conditions, General Terms and Conditions, and any other documents attached or incorporated by reference.

B. **Contractor** means the entity performing services pursuant to the Agreement and includes the Contractor's officers, employees and/or agents. For purposes of any permitted Subcontract, **Contractor** includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

C. **County** means Clallam County and its appointed and/or elected officials, officers, employees and/or authorized agents.

D. **Client** or **Patient** shall mean any individual or receiving services under this Agreement.

E. **Subcontract** means a separate Agreement or Contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to this Agreement.

F. **RCW** means the Revised Code of Washington, as now or hereafter amended.

G. **WAC** means the Washington Administrative Code, as now or hereafter amended.

2. TERM OF AGREEMENT

The Contractor will provide services listed in Appendix A from January 1, 2021 through December 31, 2021.

3. STATEMENT OF WORK

The City, via the PAFD, shall hire and train a fulltime Firefighter/Paramedic to perform the services listed in the attached Exhibit A. This fulltime Firefighter/Paramedic will be compensated at the amount listed in the Budget/Fee Schedule attached as Exhibit B.

Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **$98,500.00.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits will include interviews with relevant staff and may include observation of program

activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

A quarterly data report is required within 30 days of the end of each quarter (April 30th, July 31st, September 30th, and January 31st, 2022). The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist.

A. Quarterly electronic reports will be submitted to One Tenth Online in a form collaboratively developed with the County and/or Kitsap County Health District. This form will include a short narrative to summarize the Contractor's quarterly activities under this agreement including any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation.

B. Upon request, additional reports of activities and services provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

For the purpose of any reports or records required by the County:

A. Documentation and Record Keeping. The Contractor will maintain thorough reports and records pertinent to the activities to be funded under this agreement.

B. Access to Reports, Records and Retention. All such reports and records pertinent to the work undertaken under this agreement will be retained by the Contractor for all statutorily required periods of time, unless a longer period is required to resolve audit findings or litigation.

C. Audits and Inspections. All Contractor reports and records with respect to any matters covered by this Agreement will be made available in accord with state and federal regulations.

The Contractor must bill no later than **45 days after month of service**. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to: **Clallam County Department of Health and Human Services**
Attn: Behavioral Health Billing
111 E 3rd Street
Port Angeles, WA 98362

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds, and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS (if applicable)

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with applicable rules and regulations.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

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

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

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

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor may continue to perform any services required hereunder, at the Contractor's discretion, so long as the Contractor has secured an alternative source of funding.

B. The Contractor shall provide the County with an accounting of authorized services funded by the County through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

County agrees that Contractor's liability coverage through Washington Cities Insurance Authority, a self-insured municipal risk pool, satisfies the liability insurance requirements listed in this section.

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall be provided in writing by the Contractor's carrier(s): Contractual Liability for Personal Injury Liability and Stop Gap Employers Liability.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

   Contractor shall maintain product and completed operations liability coverage for a period of at least thirty-six months following completion of Contractor's work.

3. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

4. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession.

   If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

B. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

1. Workers' Compensation
   Statutory — Bodily Injury including Death by Accident or Disease

2. Stop Gap Employers' Liability
   $1,000,000 — Bodily Injury including Death by Accident - Each Accident
   $1,000,000 — Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 — Bodily Injury including Death by Disease – Each Employee

3. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 — General Aggregate
   $2,000,000 — Products and Completed Operations Aggregate
   $1,000,000 — Personal Injury
   $1,000,000 — Each Occurrence

4. Automobile Liability
   $1,000,000 — Bodily Injury including Death and Property Damage - Per Accident

5. Professional Liability
   $ 2,000,000 — Per Occurrence
   $ 2,000,000 — Annual Aggregate
   or
   $ 1,000,000 — Per Occurrence
   $ 3,000,000 — Annual Aggregate

C. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any other insurance maintained by the County shall be excess and not contributing insurance with Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

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

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

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

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

Contractor's failure to obtain and maintain any and all required policies of insurance during the term of this Agreement shall be grounds for the County to withhold compensation otherwise due to the Contractor.

20. PROGRAM OUTREACH, CLIENT REFERRAL AND CARE COORDINATION

It is the responsibility of the Contractor to conduct outreach activities to inform the public and relevant providers of the availability of services.

When a client is determined to be in need of services other than or in addition to the services provided by this Contractor, it is the responsibility of the Contractor to direct the client to such services and to conduct appropriate care coordination.

Referrals, case consultation, and all care management activities are always to be documented in the client's clinical chart.

21. ASSESSMENT REQUIREMENTS (if applicable)

Mental health providers and ARNPs are required to incorporate formalized substance use screening into assessment activities. Substance use treatment providers are required to incorporate formal mental health screening into assessment activities. Screening tools and results are to be included in the client's chart. Where indicated, all providers must make referrals as needed to substance use or mental health services and to conduct follow-up co-consultation activities. These activities are to be documented in the clinical chart.

22. CO-OCCURRING DISORDERS TREATMENT REQUIREMENTS (if applicable)

Contractors with clients diagnosed with co-occurring disorders must conduct the following clinical activities:

A. Documentation of current substance use and mental health psychosocial assessment in the client chart that includes all diagnoses;

B. Documentation of treatment plan in the chart that integrates findings of both the substance use and mental health assessments and that has been co-developed by the substance use and mental health program staff;

C. Evidence in the chart of care coordination with local substance use or mental health providers, or with dually-qualified staff on-site;

D. Documentation in the chart of all co-occurring disorders treatment activities, including weekly clinical supervision, which is to include all agency staff routinely involved in the client care of clients who have co-occurring disorders.

23. CULTURAL COMPETENCY

All services provided by the Contractor shall be designed and delivered in a manner sensitive to the needs of people from diverse backgrounds including people of racial, ethnic and cultural minorities, immigrant and refugee communities, those in rural areas, those with disabilities, lesbian, gay, bisexual, transgender, and queer populations, and economically and socially disadvantaged groups.

24. REQUIREMENT OF MEDICAID TITLE XIX ELIGIBILITY REVIEW

A. Contractors must screen all clients who are candidates for the funds under consideration for Medicaid eligibility, using the Title XIX Financial Eligibility Screening Processes. Those clients deemed potentially eligible for Title XIX funded services must be referred to the DSHS Community Services Office (CSO) to apply for financial assistance.

B. Charging for services rendered to clients eligible for Title XIX services to the funds made available by this Agreement shall constitute an overpayment.

25. DISPUTE RESOLUTION

The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.

Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County Contracts Manager at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Contracts Manager shall be final thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Contracts Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Contracts Manager are in error, and a brief statement of the relief sought. The County will have an opportunity to respond in writing to the appeal, and its response shall include facts, laws, and argument as to why the conclusion of the County Contracts Manager should be affirmed.

If an appeal of the County Contracts Manager decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member.

The Dispute Resolution Board will resolve the dispute based upon the written appellate materials submitted by the Contractor and responsive written materials provided to the Board and served on the Contractor by the County Contracts Manager. Live testimony will not be permitted and oral argument will be permitted only if requested by the Board. If oral argument is requested it will be conducted in accordance with Rule 11.4 of the Washington Rules of Appellate Procedure. The Board will issue a written decision and serve it on both parties.

Review of any Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Contracts Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

26. SEVERABILITY

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

27. SURVIVAL

Without being exclusive, Sections 14, 15, 25 and 26 above shall survive any re-negotiation, termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

APPENDIX A
STATEMENT OF WORK AND BUDGET

Contractor will utilize a Firefighter/Paramedic will work with at-risk people for the provision of medical care services throughout Clallam County.

Job Descriptions

2.2 Firefighter/Paramedic

2.2.1 Nature of Work

In addition to general duties and responsibilities of a firefighter, provides patient care and treatment in medical emergencies under the direct or indirect supervision of a physician and, in the event of life-threatening emergencies, on own initiative to the extent authorized by Clallam County ALS Protocols.

2.2.2 Reporting Relationships

While providing emergency patient care and treatment, firefighter/paramedic is under the direct or indirect supervision of the Clallam County Medical Program Director.

When not involved in providing emergency care, works under the general supervision of a superior officer.

2.2.3 Duties and Responsibilities

a. Rides or drives medic vehicle in response to emergency calls; physically examines and takes history of victim; formulates a plan of treatment and performs therapeutic maneuvers in accordance with standing orders; transports to hospital as required.

b. Maintains emergency aid equipment; replenishes medications and supplies.

c. BLS Evaluator, instructs CPR and EMT training.

d. Makes public presentations regarding the Medic I program.

e. Responds to fire emergencies in medic vehicle; works as a member of the engine or ladder company; provides rescue or aid to victims as needed; carries out ventilation procedures; performs salvage and other duties as required.

f. Participates in firefighting training exercises and classroom sessions.

g. Performs routine duties, including maintenance checks and minor repairs to apparatus, cleaning and maintaining station facilities.

2.2.4 Knowledge, Abilities and Skills

a. Must be certified as a paramedic by the Clallam County Medical Program Director, and be a Washington State certified paramedic.

b. Thorough knowledge of modern methods, principles, techniques and practices applied to firefighting, fire prevention, fire safety inspection, natural or man-made disasters, and related fields.

c. Knowledge of and ability to competently use, operate, and maintain firefighting equipment and tools including trucks, ladders, hose, and heavy-duty fire apparatus.

d. Knowledge of salvage and overhaul operations and methods.

e. Ability to operate hand and power tools used in maintenance, construction, and demolition.

f. Knowledge of traffic laws, ordinances, and regulations involving emergency vehicle operation.

g. Ability to memorize the geography, street locations, locations of hydrants, buildings, and routes in the City of Port Angeles as well as individual characteristics of buildings including construction, hazards, and built-in protective devices.

h. Ability to read and interpret maps, plans, and diagrams.

i. Knowledge of the basic principles of building construction, building and fire codes, electricity, and chemistry including the hazardous chemical properties of a variety of materials.

j. Ability to work in the face of real and potential danger.

k. Knowledge of FCC radio communications rules and regulations.

l. Ability to rapidly analyze dangerous situations and take reasonable course of action; reacting quickly and calmly and to recall facts and conditions observed while under severe physical and emotional stress.

m. Ability to deal with the public courteously and effectively; i.e., enforce laws and ordinances with firmness, tact, and impartiality.

n. Ability to maintain harmonious working relationships with supervisors, co-workers, and other City of Port Angeles employees.

o. Ability to perform moderately complex mathematical computations.

p. Ability to communicate effectively, both orally and in writing.

2.2.5 Position Requirements

a. Must be a Washington State certified paramedic. Posses and maintain a valid Washington State driver's license. High school graduate or equivalent.

b. Must attain IFSAC Firefighter II certification in order to be eligible for promotion to Top Step Firefighter/Paramedic.

2.2.6 Physical Requirements

a. Ability to perform a variety of firefighting/paramedic skills and duties such as: Carrying and manipulating hose, ladders, monitors, and other firefighting equipment; lifting firefighting equipment and rescuing people. Climb ladders; extricate victims; operate light and heavy mechanical equipment. Ability to endure physical discomfort for long periods of time. Ability to meet physical requirements shall be determined by pre-employment testing, medical examination, and subsequent on-the-job performance.

b. As a condition of employment, all firefighter/paramedics must be non-smokers at the time of hire and thereafter, on or off the job.

Objectives include;

A. Provide an increased level of health care to Clallam County.

B. Reduce visits to the hospital emergency department.

C. Reduce 9-1-1 calls for service.

D. Provide referrals to appropriate health care alternatives.

The Firefighter/Paramedic utilized in the program will work with Fire Department response personnel and community partner agencies to identify patients who may need assistance with chronic disease management, frequent ED users, patients post discharge from the hospital or ED, patients in need of medication management, who are homeless, and others at risk due to behavioral health or substance use issues.

Maximum consideration for this contract is $98,500.00.

All billings will be submitted on the county provided invoice and backup for reimbursement is required.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE
January 1, 2021 – December 31, 2021

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Salary for Firefighter/Paramedic	$68,000.00
Benefits	$30,500.00
TOTAL	**$98,500.00**

Backup requires ID # or tracking that will enable matching records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings (if applicable).

Funds will not be moved between categories unless approved in writing by the county project manager. Requests to move funds cannot exceed 10% of the total budget. Funds will not be carried over to future years.

21
1-5-21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** ~~12/29/2020~~ 1/5/2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-21-OPCC-BHCM
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Olympic Peninsula Community Clinic. OPCC will hire and train one specialist case manager for their Behavioral Health Case Management program to work with clients battling substance use disorder and mental health concerns. This program will help patients overcome objections, resolve concerns and remove barriers to treatment. This contract is effective January 1, 2021 through December 31, 2021 in the amount of $66,917.50.

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?** ☐

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt and Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted:

2L
1-5-21

11323-21-OPCC-BHCM

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2021 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and OLYMPIC PENINSULA COMMUNITY CLINIC, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Jenny Oppelt**
Contact Phone:	(360) 417-2431
Contact Fax:	(360) 452-9605

Contractor:	**Olympic Peninsula Community Clinic** 819 Georgiana Street Port Angeles, WA 98362
Phone:	360-457-4431
Contact Person:	**T. Scott Brandon** Executive Director tsbrandon@opcclinic.org

---

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for BEHAVIORAL HEALTH CASE AMANAGEMENT Appendix A, Statement of Work and Budget, attached for a maximum consideration of $66,917.50.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2020.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

_____
Chair Date
Commissioner Mark Ozias

ATTEST:

_____
Loni Gores, Clerk of the Board

OLYMPIC PENINSULA COMMUNITY CLINIC:

T. Scott Brandon 12/18/2020
Authorized Signature Date

APPROVED AS TO FORM:

By DPA Alvarez on December 3, 2020

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

A. **Provider Agreement/Agreement** means the contract between Clallam County Department of Health and Human Services and the Contractor, and includes the Special Terms and Conditions, General Terms and Conditions, and any other documents attached or incorporated by reference.

B. **Contractor** means the entity performing services pursuant to the Agreement and includes the Contractor's officers, employees and/or agents. For purposes of any permitted Subcontract, **Contractor** includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

C. **County** means Clallam County and its appointed and/or elected officials, officers, employees and/or authorized agents.

D. **Client** or **Patient** shall mean any individual applying for or receiving services under this Agreement.

E. **Subcontract** means a separate Agreement or Contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to this Agreement.

F. **RCW** means the Revised Code of Washington, as now or hereafter amended.

G. **WAC** means the Washington Administrative Code, as now or hereafter amended.

2. TERM OF AGREEMENT

The Contractor will provide mental health and co-occurring mental health and substance use treatment services to individuals identified as the target population in Appendix A from January 1, 2021 through December 31, 2021.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2021 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **$66,917.50.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all

records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30th, July 31st, September 30th, and January 31st, 2022). The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist.

A. Quarterly electronic reports will be submitted to One Tenth Online in a form collaboratively developed with the County and/or Kitsap County Health District. This form will include a short narrative to summarize the Contractor's quarterly activities under this agreement including any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation.

B. Upon request, additional reports of activities and services provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

The Contractor must bill no later than **45 days after month of service**. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to: **Clallam County Department of Health and Human Services**
Attn: Behavioral Health Billing
111 E 3rd Street
Port Angeles, WA 98362

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds, and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

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

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

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

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall be provided in writing by the Contractor's carrier(s): Contractual Liability for Personal Injury Liability and Stop Gap Employers Liability.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

   Contractor shall maintain product and completed operations liability coverage for a period of at least thirty-six months following completion of Contractor's work.

3. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

4. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

B. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

1. Workers' Compensation
   Statutory — Bodily Injury including Death by Accident or Disease

2. Stop Gap Employers' Liability
   $1,000,000 — Bodily Injury including Death by Accident - Each Accident
   $1,000,000 — Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 — Bodily Injury including Death by Disease – Each Employee

3. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 — General Aggregate
   $2,000,000 — Products and Completed Operations Aggregate
   $1,000,000 — Personal Injury
   $1,000,000 — Each Occurrence

4. Automobile Liability
   $1,000,000 — Bodily Injury including Death and Property Damage - Per Accident

5. Professional Liability
   $ 2,000,000 — Per Occurrence
   $ 2,000,000 — Annual Aggregate
   or
   $ 1,000,000 — Per Occurrence
   $ 3,000,000 — Annual Aggregate

C. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any other insurance maintained by the County shall be excess and not contributing insurance with Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

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

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

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

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

Contractor's failure to obtain and maintain any and all required policies of insurance during the term of this Agreement shall be grounds for the County to withhold compensation otherwise due to the Contractor.

20. PROGRAM OUTREACH, CLIENT REFERRAL AND CARE COORDINATION

It is the responsibility of the Contractor to conduct outreach activities to inform the public and relevant providers of the availability of services.

When a client is determined to be in need of services other than or in addition to the services provided by this Contractor, it is the responsibility of the Contractor to direct the client to such services and to conduct appropriate care coordination.

Referrals, case consultation, and all care management activities are always to be documented in the client's clinical chart.

21. ASSESSMENT REQUIREMENTS (if applicable)

Mental health providers and ARNPs are required to incorporate formalized substance use screening into assessment activities. Substance use treatment providers are required to incorporate formal mental health screening into assessment activities. Screening tools and results are to be included in the client's chart. Where indicated, all providers must make referrals as needed to substance use or mental health services and to conduct follow-up co-consultation activities. These activities are to be documented in the clinical chart.

22. CO-OCCURRING DISORDERS TREATMENT REQUIREMENTS

Contractors with clients diagnosed with co-occurring disorders must conduct the following clinical activities:

A. Documentation of current substance use and mental health psychosocial assessment in the client chart that includes all diagnoses;

B. Documentation of treatment plan in the chart that integrates findings of both the substance use and mental health assessments and that has been co-developed by the substance use and mental health program staff;

C. Evidence in the chart of care coordination with local substance use or mental health providers, or with dually-qualified staff on-site;

D. Documentation in the chart of all co-occurring disorders treatment activities, including weekly clinical supervision, which is to include all agency staff routinely involved in the client care of clients who have co-occurring disorders.

23. CULTURAL COMPETENCY

All services provided by the Contractor shall be designed and delivered in a manner sensitive to the needs of people from diverse backgrounds including people of racial, ethnic and cultural minorities, immigrant and refugee communities, those in rural areas, those with disabilities, lesbian, gay, bisexual, transgender, and queer populations, and economically and socially disadvantaged groups.

24. REQUIREMENT OF MEDICAID TITLE XIX ELIGIBILITY REVIEW

A. Contractors must screen all clients who are candidates for the funds under consideration for Medicaid eligibility, using the Title XIX Financial Eligibility Screening Processes. Those clients deemed potentially eligible for Title XIX funded services must be referred to the DSHS Community Services Office (CSO) to apply for financial assistance.

B. Charging for services rendered to clients eligible for Title XIX services to the funds made available by this Agreement shall constitute an overpayment.

25. DISPUTE RESOLUTION

The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.

Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County Contracts Manager at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Contracts Manager shall be final thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Contracts Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Contracts Manager are in error, and a brief statement of the relief sought. The County will have an opportunity to respond in writing to the appeal, and its response shall include facts, laws, and argument as to why the conclusion of the County Contracts Manager should be affirmed.

If an appeal of the County Contracts Manager decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member.

The Dispute Resolution Board will resolve the dispute based upon the written appellate materials submitted by the Contractor and responsive written materials provided to the Board and served on the Contractor by the County Contracts Manager. Live testimony will not be permitted and oral argument will be permitted only if requested by the Board. If oral argument is requested it will be conducted in accordance with Rule 11.4 of the Washington Rules of Appellate Procedure. The Board will issue a written decision and serve it on both parties.

Review of any Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Contracts Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

26. SEVERABILITY

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

27. SURVIVAL

Without being exclusive, Sections 14, 15, 25 and 26 above shall survive any re-negotiation, termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

APPENDIX A
STATEMENT OF WORK AND BUDGET

The Contractor will hire and train an outreach case manager/navigator and/or mental health professional to work with participants/candidates who have intensive needs that may benefit from the REdisCOVERY program. This staff will work to gain the trust of and engage the participant/candidate, enroll them into the REdisCOVERY case management program, set measurable goals, engage with the participant on a regular basis, assess needs, and provide linage to services.

Maximum consideration for this contract is $66,917.50.

All billings will be submitted on the county provided invoice and backup for reimbursement is required.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE
January 1, 2021 – December 31, 2021

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Salaries	$54,600.00
Program Director and Supervisor	$4,872.50
Indirect	$5,945.00
Training	$1,500.00
TOTAL	**$66,917.50**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings.

Funds will not be moved between categories unless approved in writing by the county project manager. Requests to move funds cannot exceed 10% of the total budget. Funds will not be carried over to future years.

2m
1-5-21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** ~~12/29/2020~~ 1/5/2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-21-OPCC-CPEI
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Olympic Peninsula Community Clinic. OPCC will hire and train one specialist case managers for their Community Paramedicine Early Intervention Team program to work with PA Fire Department community paramedicine program. This program will help patients overcome objections, resolve concerns and remove barriers to treatment. This contract is effective January 1, 2021 through December 31, 2021 in the amount of $80,697.50.

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?** ☐

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt and Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted:

2m
1-5-21

11323-21-OPCC-CPEI

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2021 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and OLYMPIC PENINSULA COMMUNITY CLINIC, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Jenny Oppelt**
Contact Phone:	(360) 417-2431
Contact Fax:	(360) 452-9605

Contractor:	**Olympic Peninsula Community Clinic** 819 Georgiana Street Port Angeles, WA 98362
Phone:	360-457-4431
Contact Person:	**T. Scott Brandon** Executive Director tsbrandon@opcclinic.org

---

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for COMMUNITY PARAMEDICINE EARLY INTERVENTION TEAM Appendix A, Statement of Work and Budget, attached for a maximum consideration of $80,697.50.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2020.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

_____
Chair Date
Commissioner Mark Ozias
ATTEST:

_____
Loni Gores, Clerk of the Board

OLYMPIC PENINSULA COMMUNITY CLINIC:

T. Scott Brandon 12/18/2020
Authorized Signature Date

APPROVED AS TO FORM:

By DPA Alvarez on December 3, 2020

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

A. **Provider Agreement/Agreement** means the contract between Clallam County Department of Health and Human Services and the Contractor, and includes the Special Terms and Conditions, General Terms and Conditions, and any other documents attached or incorporated by reference.

B. **Contractor** means the entity performing services pursuant to the Agreement and includes the Contractor's officers, employees and/or agents. For purposes of any permitted Subcontract, **Contractor** includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

C. **County** means Clallam County and its appointed and/or elected officials, officers, employees and/or authorized agents.

D. **Client** or **Patient** shall mean any individual applying for or receiving services under this Agreement.

E. **Subcontract** means a separate Agreement or Contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to this Agreement.

F. **RCW** means the Revised Code of Washington, as now or hereafter amended.

G. **WAC** means the Washington Administrative Code, as now or hereafter amended.

2. TERM OF AGREEMENT

The Contractor will provide mental health and co-occurring mental health and substance use treatment services to individuals identified as the target population in Appendix A from January 1, 2021 through December 31, 2021.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2021 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **$80,697.50.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all

records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30th, July 31st, September 30th, and January 31st, 2022). The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist.

A. Quarterly electronic reports will be submitted to One Tenth Online in a form collaboratively developed with the County and/or Kitsap County Health District. This form will include a short narrative to summarize the Contractor's quarterly activities under this agreement including any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation.

B. Upon request, additional reports of activities and services provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

The Contractor must bill no later than **45 days after month of service**. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to: **Clallam County Department of Health and Human Services**
Attn: Behavioral Health Billing
111 E 3rd Street
Port Angeles, WA 98362

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds, and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

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

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

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

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall be provided in writing by the Contractor's carrier(s): Contractual Liability for Personal Injury Liability and Stop Gap Employers Liability.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

   Contractor shall maintain product and completed operations liability coverage for a period of at least thirty-six months following completion of Contractor's work.

3. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

4. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

B. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

1. Workers' Compensation
   Statutory — Bodily Injury including Death by Accident or Disease

2. Stop Gap Employers' Liability
   $1,000,000 — Bodily Injury including Death by Accident - Each Accident
   $1,000,000 — Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 — Bodily Injury including Death by Disease – Each Employee

3. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 — General Aggregate
   $2,000,000 — Products and Completed Operations Aggregate
   $1,000,000 — Personal Injury
   $1,000,000 — Each Occurrence

4. Automobile Liability
   $1,000,000 — Bodily Injury including Death and Property Damage - Per Accident

5. Professional Liability
   $ 2,000,000 — Per Occurrence
   $ 2,000,000 — Annual Aggregate
   or
   $ 1,000,000 — Per Occurrence
   $ 3,000,000 — Annual Aggregate

C. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any other insurance maintained by the County shall be excess and not contributing insurance with Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

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

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

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

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

Contractor's failure to obtain and maintain any and all required policies of insurance during the term of this Agreement shall be grounds for the County to withhold compensation otherwise due to the Contractor.

20. PROGRAM OUTREACH, CLIENT REFERRAL AND CARE COORDINATION

It is the responsibility of the Contractor to conduct outreach activities to inform the public and relevant providers of the availability of services.

When a client is determined to be in need of services other than or in addition to the services provided by this Contractor, it is the responsibility of the Contractor to direct the client to such services and to conduct appropriate care coordination.

Referrals, case consultation, and all care management activities are always to be documented in the client's clinical chart.

21. ASSESSMENT REQUIREMENTS (if applicable)

Mental health providers and ARNPs are required to incorporate formalized substance use screening into assessment activities. Substance use treatment providers are required to incorporate formal mental health screening into assessment activities. Screening tools and results are to be included in the client's chart. Where indicated, all providers must make referrals as needed to substance use or mental health services and to conduct follow-up co-consultation activities. These activities are to be documented in the clinical chart.

22. CO-OCCURRING DISORDERS TREATMENT REQUIREMENTS

Contractors with clients diagnosed with co-occurring disorders must conduct the following clinical activities:

A. Documentation of current substance use and mental health psychosocial assessment in the client chart that includes all diagnoses;

B. Documentation of treatment plan in the chart that integrates findings of both the substance use and mental health assessments and that has been co-developed by the substance use and mental health program staff;

C. Evidence in the chart of care coordination with local substance use or mental health providers, or with dually-qualified staff on-site;

D. Documentation in the chart of all co-occurring disorders treatment activities, including weekly clinical supervision, which is to include all agency staff routinely involved in the client care of clients who have co-occurring disorders.

23. CULTURAL COMPETENCY

All services provided by the Contractor shall be designed and delivered in a manner sensitive to the needs of people from diverse backgrounds including people of racial, ethnic and cultural minorities, immigrant and refugee communities, those in rural areas, those with disabilities, lesbian, gay, bisexual, transgender, and queer populations, and economically and socially disadvantaged groups.

24. REQUIREMENT OF MEDICAID TITLE XIX ELIGIBILITY REVIEW

A. Contractors must screen all clients who are candidates for the funds under consideration for Medicaid eligibility, using the Title XIX Financial Eligibility Screening Processes. Those clients deemed potentially eligible for Title XIX funded services must be referred to the DSHS Community Services Office (CSO) to apply for financial assistance.

B. Charging for services rendered to clients eligible for Title XIX services to the funds made available by this Agreement shall constitute an overpayment.

25. DISPUTE RESOLUTION

The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.

Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County Contracts Manager at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Contracts Manager shall be final thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Contracts Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Contracts Manager are in error, and a brief statement of the relief sought. The County will have an opportunity to respond in writing to the appeal, and its response shall include facts, laws, and argument as to why the conclusion of the County Contracts Manager should be affirmed.

If an appeal of the County Contracts Manager decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member.

The Dispute Resolution Board will resolve the dispute based upon the written appellate materials submitted by the Contractor and responsive written materials provided to the Board and served on the Contractor by the County Contracts Manager. Live testimony will not be permitted and oral argument will be permitted only if requested by the Board. If oral argument is requested it will be conducted in accordance with Rule 11.4 of the Washington Rules of Appellate Procedure. The Board will issue a written decision and serve it on both parties.

Review of any Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Contracts Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

26. SEVERABILITY

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

27. SURVIVAL

Without being exclusive, Sections 14, 15, 25 and 26 above shall survive any re-negotiation, termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

APPENDIX A
STATEMENT OF WORK AND BUDGET

The Contractor will hire and train outreach case manager/navigator and/or mental health professional who will regularly co-respond with community paramedics. After participants have been identified by community paramedics and referred to the case management program, the participant moves through an intake triage process during which their individualized needs are examined. The participants in the REdisCOVERY program will have an identified or suspected behavioral health concern. This staff will provide regular ongoing contact, support and referrals, tailored to the specific needs and ability to engage the participant for those who have been identified to have intensive needs.

Maximum consideration for this contract is $80,697.50.

All billings will be submitted on the county provided invoice and backup for reimbursement is required.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE
January 1, 2021 – December 31, 2021

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Salaries	$67,125.00
Program Director and Supervisor	$4,872.50
Indirect	$7,200.00
Training	$1,500.00
TOTAL	**$80,697.50**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings.

Funds will not be moved between categories unless approved in writing by the county project manager. Requests to move funds cannot exceed 10% of the total budget. Funds will not be carried over to future years.

2n
1-5-21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** ~~12/29/2020~~ 1/5/2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-21-OPCC-EION
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Olympic Peninsula Community Clinic. OPCC will hire and train one and a half outreach navigators for their Early Intervention Outreach and Navigation program to work with clients battling substance use disorder and mental health concerns. This program will help patients overcome objections, resolve concerns and remove barriers to treatment. This contract is effective January 1, 2021 through December 31, 2021 in the amount of $77,171.25.

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?** ☐

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt and Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted:

2h
1-5-21

11323-21-OPCC-EION

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2021 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and OLYMPIC PENINSULA COMMUNITY CLINIC, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

Project Manager: **Jenny Oppelt**
Contact Phone: (360) 417-2431
Contact Fax: (360) 452-9605

Contractor: **Olympic Peninsula Community Clinic**
819 Georgiana Street
Port Angeles, WA 98362

Phone: 360-457-4431

Contact Person: **T. Scott Brandon**
Executive Director
tsbrandon@opcclinic.org

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for EARLY INTERVENTION OUTREACH AND NAVIGATION Appendix A, Statement of Work and Budget, attached for a maximum consideration of $77,171.25.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2020.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

_____
Chair Date
Commissioner Mark Ozias
ATTEST:

_____
Loni Gores, Clerk of the Board

OLYMPIC PENINSULA COMMUNITY CLINIC:

T. Scott Brandon 12/18/2020
Authorized Signature Date

APPROVED AS TO FORM:

By DPA Alvarez on December 3, 2020

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

A. **Provider Agreement/Agreement** means the contract between Clallam County Department of Health and Human Services and the Contractor, and includes the Special Terms and Conditions, General Terms and Conditions, and any other documents attached or incorporated by reference.

B. **Contractor** means the entity performing services pursuant to the Agreement and includes the Contractor's officers, employees and/or agents. For purposes of any permitted Subcontract, **Contractor** includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

C. **County** means Clallam County and its appointed and/or elected officials, officers, employees and/or authorized agents.

D. **Client** or **Patient** shall mean any individual applying for or receiving services under this Agreement.

E. **Subcontract** means a separate Agreement or Contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to this Agreement.

F. **RCW** means the Revised Code of Washington, as now or hereafter amended.

G. **WAC** means the Washington Administrative Code, as now or hereafter amended.

2. TERM OF AGREEMENT

The Contractor will provide mental health and co-occurring mental health and substance use treatment services to individuals identified as the target population in Appendix A from January 1, 2021 through December 31, 2021.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2021 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **$77,171.25.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all

records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30th, July 31st, September 30th, and January 31st, 2022). The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist.

A. Quarterly electronic reports will be submitted to One Tenth Online in a form collaboratively developed with the County and/or Kitsap County Health District. This form will include a short narrative to summarize the Contractor's quarterly activities under this agreement including any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation.

B. Upon request, additional reports of activities and services provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

The Contractor must bill no later than **45 days after month of service**. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to: **Clallam County Department of Health and Human Services**
Attn: Behavioral Health Billing
111 E 3rd Street
Port Angeles, WA 98362

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds, and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

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

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

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

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

   1. Denial or termination of service; and/or

   2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall be provided in writing by the Contractor's carrier(s): Contractual Liability for Personal Injury Liability and Stop Gap Employers Liability.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

   Contractor shall maintain product and completed operations liability coverage for a period of at least thirty-six months following completion of Contractor's work.

3. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

4. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

B. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

1. Workers' Compensation
   Statutory — Bodily Injury including Death by Accident or Disease

2. Stop Gap Employers' Liability
   $1,000,000 — Bodily Injury including Death by Accident - Each Accident
   $1,000,000 — Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 — Bodily Injury including Death by Disease – Each Employee

3. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 — General Aggregate
   $2,000,000 — Products and Completed Operations Aggregate
   $1,000,000 — Personal Injury
   $1,000,000 — Each Occurrence

4. Automobile Liability
   $1,000,000 — Bodily Injury including Death and Property Damage - Per Accident

5. Professional Liability
   $ 2,000,000 — Per Occurrence
   $ 2,000,000 — Annual Aggregate
   or
   $ 1,000,000 — Per Occurrence
   $ 3,000,000 — Annual Aggregate

C. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any other insurance maintained by the County shall be excess and not contributing insurance with Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

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

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

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

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

Contractor's failure to obtain and maintain any and all required policies of insurance during the term of this Agreement shall be grounds for the County to withhold compensation otherwise due to the Contractor.

20. PROGRAM OUTREACH, CLIENT REFERRAL AND CARE COORDINATION

It is the responsibility of the Contractor to conduct outreach activities to inform the public and relevant providers of the availability of services.

When a client is determined to be in need of services other than or in addition to the services provided by this Contractor, it is the responsibility of the Contractor to direct the client to such services and to conduct appropriate care coordination.

Referrals, case consultation, and all care management activities are always to be documented in the client's clinical chart.

21. ASSESSMENT REQUIREMENTS (if applicable)

Mental health providers and ARNPs are required to incorporate formalized substance use screening into assessment activities. Substance use treatment providers are required to incorporate formal mental health screening into assessment activities. Screening tools and results are to be included in the client's chart. Where indicated, all providers must make referrals as needed to substance use or mental health services and to conduct follow-up co-consultation activities. These activities are to be documented in the clinical chart.

22. CO-OCCURRING DISORDERS TREATMENT REQUIREMENTS

Contractors with clients diagnosed with co-occurring disorders must conduct the following clinical activities:

A. Documentation of current substance use and mental health psychosocial assessment in the client chart that includes all diagnoses;

B. Documentation of treatment plan in the chart that integrates findings of both the substance use and mental health assessments and that has been co-developed by the substance use and mental health program staff;

C. Evidence in the chart of care coordination with local substance use or mental health providers, or with dually-qualified staff on-site;

D. Documentation in the chart of all co-occurring disorders treatment activities, including weekly clinical supervision, which is to include all agency staff routinely involved in the client care of clients who have co-occurring disorders.

23. CULTURAL COMPETENCY

All services provided by the Contractor shall be designed and delivered in a manner sensitive to the needs of people from diverse backgrounds including people of racial, ethnic and cultural minorities, immigrant and refugee communities, those in rural areas, those with disabilities, lesbian, gay, bisexual, transgender, and queer populations, and economically and socially disadvantaged groups.

24. REQUIREMENT OF MEDICAID TITLE XIX ELIGIBILITY REVIEW

A. Contractors must screen all clients who are candidates for the funds under consideration for Medicaid eligibility, using the Title XIX Financial Eligibility Screening Processes. Those clients deemed potentially eligible for Title XIX funded services must be referred to the DSHS Community Services Office (CSO) to apply for financial assistance.

B. Charging for services rendered to clients eligible for Title XIX services to the funds made available by this Agreement shall constitute an overpayment.

25. DISPUTE RESOLUTION

The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.

Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County Contracts Manager at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Contracts Manager shall be final thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Contracts Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Contracts Manager are in error, and a brief statement of the relief sought. The County will have an opportunity to respond in writing to the appeal, and its response shall include facts, laws, and argument as to why the conclusion of the County Contracts Manager should be affirmed.

If an appeal of the County Contracts Manager decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member.

The Dispute Resolution Board will resolve the dispute based upon the written appellate materials submitted by the Contractor and responsive written materials provided to the Board and served on the Contractor by the County Contracts Manager. Live testimony will not be permitted and oral argument will be permitted only if requested by the Board. If oral argument is requested it will be conducted in accordance with Rule 11.4 of the Washington Rules of Appellate Procedure. The Board will issue a written decision and serve it on both parties.

Review of any Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Contracts Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

26. SEVERABILITY

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

27. SURVIVAL

Without being exclusive, Sections 14, 15, 25 and 26 above shall survive any re-negotiation, termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

APPENDIX A
STATEMENT OF WORK AND BUDGET

The Contractor will hire and train an outreach case manager/navigator and/or mental health professional to provide linkage and navigation to participants in the REdisCOVERY program. The staff will contact individuals to confirm the need for services and begin matching clients with services. The staff will work closely with the participant to understand their needs, concerns, and potential barriers to accessing services. The staff will work with partnering service providers to determine the most appropriate services available based on timeliness and fit for needs. The staff will then provider referrals to such services. The staff will also assist in navigation; helping the participant overcome objections, resolve concerns, and remove barriers to treatment. They will assist with resolving transportation concerns, develop strategies for preparing to enter treatment, and linking participants to other community services.

Maximum consideration for this contract is $77,171.25.

All billings will be submitted on the county provided invoice and backup for reimbursement is required.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE
January 1, 2021 – December 31, 2021

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Salaries	$60,802.50
Program Director and Supervisor	$7,308.75
Indirect	$6,810.00
Training	$2,250.00
TOTAL	**$77,171.25**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings.

Funds will not be moved between categories unless approved in writing by the county project manager. Requests to move funds cannot exceed 10% of the total budget. Funds will not be carried over to future years.

20
1-5-21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** ~~12/29/2020~~ 1/5/2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-21-RCSG-UN
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Reflections Counseling Services Group. Reflections Counseling Services Group will provide substance use disorder treatment to under and noninsured individuals. The goal will be to provide services to those who would otherwise be unable to engage due to finances. This contract is effective January 1, 2021 through December 31, 2021 in the amount of $31,564.13.

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?** ☐

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt and Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted:

20
1-5-21

11323-21-RCSG-UN

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2021 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and REFLECTIONS COUNSELING SERVICES GROUP, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Jenny Oppelt**
Contact Phone:	(360) 417-2431
Contact Fax:	(360) 452-9605

Contractor:	**Reflections Counseling Services Group** 3430 East Highway 101, Suite 3 Port Angeles, WA 98362
Phone:	360-452-4062
Contact Person:	**G'Nell Ashley** Administrator gnell@rcsgpa.org

---

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for UNDERINSURED AND NONINSURED Appendix A, Statement of Work and Budget, attached for a maximum consideration of $31,564.13.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2020.

BOARD OF CLALLAM COUNTY

COMMISSIONERS:

_____
Chair, Commissioner Mark Ozias Date

ATTEST:

_____
Loni Gores, Clerk of the Board

REFLECTIONS COUNSELING SERVICES GROUP:

_____ 12/18/2020
Authorized Signature Date

APPROVED AS TO FORM:

By DPA Alvarez on December 3, 2020

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

A. **Provider Agreement/Agreement** means the contract between Clallam County Department of Health and Human Services and the Contractor, and includes the Special Terms and Conditions, General Terms and Conditions, and any other documents attached or incorporated by reference.

B. **Contractor** means the entity performing services pursuant to the Agreement and includes the Contractor's officers, employees and/or agents. For purposes of any permitted Subcontract, **Contractor** includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

C. **County** means Clallam County and its appointed and/or elected officials, officers, employees and/or authorized agents.

D. **Client** or **Patient** shall mean any individual applying for or receiving services under this Agreement.

E. **Subcontract** means a separate Agreement or Contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to this Agreement.

F. **RCW** means the Revised Code of Washington, as now or hereafter amended.

G. **WAC** means the Washington Administrative Code, as now or hereafter amended.

2. TERM OF AGREEMENT

The Contractor will provide mental health and co-occurring mental health and substance use treatment services to individuals identified as the target population in Appendix A from January 1, 2021 through December 31, 2021.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2021 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **$31,564.13.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all

records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30th, July 31st, September 30th, and January 31st, 2022). The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist.

A. Quarterly electronic reports will be submitted to One Tenth Online in a form collaboratively developed with the County and/or Kitsap County Health District. This form will include a short narrative to summarize the Contractor's quarterly activities under this agreement including any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation.

B. Upon request, additional reports of activities and services provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

The Contractor must bill no later than **45 days after month of service**. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to: **Clallam County Department of Health and Human Services**
Attn: Behavioral Health Billing
111 E 3rd Street
Port Angeles, WA 98362

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds, and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

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

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

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

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall be provided in writing by the Contractor's carrier(s): Contractual Liability for Personal Injury Liability and Stop Gap Employers Liability.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

   Contractor shall maintain product and completed operations liability coverage for a period of at least thirty-six months following completion of Contractor's work.

3. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

4. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

B. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

1. Workers' Compensation
   Statutory — Bodily Injury including Death by Accident or Disease

2. Stop Gap Employers' Liability
   $1,000,000 — Bodily Injury including Death by Accident - Each Accident
   $1,000,000 — Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 — Bodily Injury including Death by Disease – Each Employee

3. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 — General Aggregate
   $2,000,000 — Products and Completed Operations Aggregate
   $1,000,000 — Personal Injury
   $1,000,000 — Each Occurrence

4. Automobile Liability
   $1,000,000 — Bodily Injury including Death and Property Damage - Per Accident

5. Professional Liability
   $ 2,000,000 — Per Occurrence
   $ 2,000,000 — Annual Aggregate
   or
   $ 1,000,000 — Per Occurrence
   $ 3,000,000 — Annual Aggregate

C. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any other insurance maintained by the County shall be excess and not contributing insurance with Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

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

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

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

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

Contractor's failure to obtain and maintain any and all required policies of insurance during the term of this Agreement shall be grounds for the County to withhold compensation otherwise due to the Contractor.

20. PROGRAM OUTREACH, CLIENT REFERRAL AND CARE COORDINATION

It is the responsibility of the Contractor to conduct outreach activities to inform the public and relevant providers of the availability of services.

When a client is determined to be in need of services other than or in addition to the services provided by this Contractor, it is the responsibility of the Contractor to direct the client to such services and to conduct appropriate care coordination.

Referrals, case consultation, and all care management activities are always to be documented in the client's clinical chart.

21. ASSESSMENT REQUIREMENTS (if applicable)

Mental health providers and ARNPs are required to incorporate formalized substance use screening into assessment activities. Substance use treatment providers are required to incorporate formal mental health screening into assessment activities. Screening tools and results are to be included in the client's chart. Where indicated, all providers must make referrals as needed to substance use or mental health services and to conduct follow-up co-consultation activities. These activities are to be documented in the clinical chart.

22. CO-OCCURRING DISORDERS TREATMENT REQUIREMENTS

Contractors with clients diagnosed with co-occurring disorders must conduct the following clinical activities:

A. Documentation of current substance use and mental health psychosocial assessment in the client chart that includes all diagnoses;

B. Documentation of treatment plan in the chart that integrates findings of both the substance use and mental health assessments and that has been co-developed by the substance use and mental health program staff;

C. Evidence in the chart of care coordination with local substance use or mental health providers, or with dually-qualified staff on-site;

D. Documentation in the chart of all co-occurring disorders treatment activities, including weekly clinical supervision, which is to include all agency staff routinely involved in the client care of clients who have co-occurring disorders.

23. CULTURAL COMPETENCY

All services provided by the Contractor shall be designed and delivered in a manner sensitive to the needs of people from diverse backgrounds including people of racial, ethnic and cultural minorities, immigrant and refugee communities, those in rural areas, those with disabilities, lesbian, gay, bisexual, transgender, and queer populations, and economically and socially disadvantaged groups.

24. REQUIREMENT OF MEDICAID TITLE XIX ELIGIBILITY REVIEW

A. Contractors must screen all clients who are candidates for the funds under consideration for Medicaid eligibility, using the Title XIX Financial Eligibility Screening Processes. Those clients deemed potentially eligible for Title XIX funded services must be referred to the DSHS Community Services Office (CSO) to apply for financial assistance.

B. Charging for services rendered to clients eligible for Title XIX services to the funds made available by this Agreement shall constitute an overpayment.

25. DISPUTE RESOLUTION

The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.

Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County Contracts Manager at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Contracts Manager shall be final thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Contracts Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Contracts Manager are in error, and a brief statement of the relief sought. The County will have an opportunity to respond in writing to the appeal, and its response shall include facts, laws, and argument as to why the conclusion of the County Contracts Manager should be affirmed.

If an appeal of the County Contracts Manager decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member.

The Dispute Resolution Board will resolve the dispute based upon the written appellate materials submitted by the Contractor and responsive written materials provided to the Board and served on the Contractor by the County Contracts Manager. Live testimony will not be permitted and oral argument will be permitted only if requested by the Board. If oral argument is requested it will be conducted in accordance with Rule 11.4 of the Washington Rules of Appellate Procedure. The Board will issue a written decision and serve it on both parties.

Review of any Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Contracts Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

26. SEVERABILITY

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

27. SURVIVAL

Without being exclusive, Sections 14, 15, 25 and 26 above shall survive any re-negotiation, termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

APPENDIX A
STATEMENT OF WORK AND BUDGET

Contractor will provide Substance Use Disorders Treatment and other Behavioral Health Services to underinsured and non-insured individuals. Direct client services will include outpatient and intensive outpatient treatment services provided by a Substance Use Disorder Professional or Substance Use Disorder Professional Trainee. All services will be billed as a fee for services. Services will include assessment, individual sessions, individual sessions with family, adult groups, youth groups, case management, and peer support.

Financial screening will be done to establish eligibility and determine that other funding is not available for an individual's treatment.

Maximum consideration for this contract is $31,564.13.

All billings will be submitted on the county provided invoice and backup for reimbursement is required.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE
January 1, 2021 – December 31, 2021

SERVICE	RATE	MAXIMUM REIMBURSED BY COUNTY
Assessment	$165.56 per assessment	-
Individual Session	$110.76/hour	-
Individual with Family	$110.76/hour	-
Group (Adult)	$41.76/hour	-
Group (Youth)	$48.05/hour	-
Case Management	$14.55/15 minutes	-
Peer Support	$15.38/15 minutes	-
TOTAL		**$31,564.13**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings.

Funds will not be moved between categories unless approved in writing by the county project manager. Requests to move funds cannot exceed 10% of the total budget. Funds will not be carried over to future years.

2p
1-5-21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** ~~12/29/2020~~ 1/6/2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-21-RCSG-CI
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Reflections Counseling Services Group. Reflections Counseling Services Group will provide crisis intervention, substance use disorder treatment, and case management to individuals and families. The goal will be to stabilize crisis situations, educate families, engage in treatment, provide referrals, remove barriers, and offer recovery supports during transitions of care. This contract is effective January 1, 2021 through December 31, 2021 in the amount of $160,500.00.

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?** ☐

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt and Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted:

2P
1-5-21

11323-21-RCSG-CI

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2021 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and REFLECTIONS COUNSELING SERVICES GROUP, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Jenny Oppelt**
Contact Phone:	(360) 417-2431
Contact Fax:	(360) 452-9605

Contractor:	**Reflections Counseling Services Group** 3430 East Highway 101, Suite 3 Port Angeles, WA 98362
Phone:	360-452-4062
Contact Person:	**G'Nell Ashley** Administrator gnell@rcsgpa.org

---

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for CRISIS INTERVENTION, Appendix A, Statement of Work and Budget, attached for a maximum consideration of $160,500.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2020.

BOARD OF CLALLAM COUNTY

COMMISSIONERS:

_____
Chair, Commissioner Mark Ozias Date

ATTEST:

_____
Loni Gores, Clerk of the Board

REFLECTIONS COUNSELING SERVICES GROUP:

_____ 12/18/2020
Authorized Signature Date

APPROVED AS TO FORM:

By DPA Alvarez on December 3, 2020

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

A. **Provider Agreement/Agreement** means the contract between Clallam County Department of Health and Human Services and the Contractor, and includes the Special Terms and Conditions, General Terms and Conditions, and any other documents attached or incorporated by reference.

B. **Contractor** means the entity performing services pursuant to the Agreement and includes the Contractor's officers, employees and/or agents. For purposes of any permitted Subcontract, **Contractor** includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

C. **County** means Clallam County and its appointed and/or elected officials, officers, employees and/or authorized agents.

D. **Client** or **Patient** shall mean any individual applying for or receiving services under this Agreement.

E. **Subcontract** means a separate Agreement or Contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to this Agreement.

F. **RCW** means the Revised Code of Washington, as now or hereafter amended.

G. **WAC** means the Washington Administrative Code, as now or hereafter amended.

2. TERM OF AGREEMENT

The Contractor will provide mental health and co-occurring mental health and substance use treatment services to individuals identified as the target population in Appendix A from January 1, 2021 through December 31, 2021.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2021 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **$160,500.00.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all

records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30th, July 31st, September 30th, and January 31st, 2022). The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist.

A. Quarterly electronic reports will be submitted to One Tenth Online in a form collaboratively developed with the County and/or Kitsap County Health District. This form will include a short narrative to summarize the Contractor's quarterly activities under this agreement including any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation.

B. Upon request, additional reports of activities and services provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

The Contractor must bill no later than **45 days after month of service**. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to: **Clallam County Department of Health and Human Services**
Attn: Behavioral Health Billing
111 E 3rd Street
Port Angeles, WA 98362

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds, and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

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

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

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

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall be provided in writing by the Contractor's carrier(s): Contractual Liability for Personal Injury Liability and Stop Gap Employers Liability.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

   Contractor shall maintain product and completed operations liability coverage for a period of at least thirty-six months following completion of Contractor's work.

3. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

4. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

B. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

1. Workers' Compensation
   Statutory — Bodily Injury including Death by Accident or Disease

2. Stop Gap Employers' Liability
   $1,000,000 — Bodily Injury including Death by Accident - Each Accident
   $1,000,000 — Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 — Bodily Injury including Death by Disease – Each Employee

3. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 — General Aggregate
   $2,000,000 — Products and Completed Operations Aggregate
   $1,000,000 — Personal Injury
   $1,000,000 — Each Occurrence

4. Automobile Liability
   $1,000,000 — Bodily Injury including Death and Property Damage - Per Accident

5. Professional Liability
   $ 2,000,000 — Per Occurrence
   $ 2,000,000 — Annual Aggregate
   or
   $ 1,000,000 — Per Occurrence
   $ 3,000,000 — Annual Aggregate

C. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any other insurance maintained by the County shall be excess and not contributing insurance with Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

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

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

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

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

Contractor's failure to obtain and maintain any and all required policies of insurance during the term of this Agreement shall be grounds for the County to withhold compensation otherwise due to the Contractor.

20. PROGRAM OUTREACH, CLIENT REFERRAL AND CARE COORDINATION

It is the responsibility of the Contractor to conduct outreach activities to inform the public and relevant providers of the availability of services.

When a client is determined to be in need of services other than or in addition to the services provided by this Contractor, it is the responsibility of the Contractor to direct the client to such services and to conduct appropriate care coordination.

Referrals, case consultation, and all care management activities are always to be documented in the client's clinical chart.

21. ASSESSMENT REQUIREMENTS (if applicable)

Mental health providers and ARNPs are required to incorporate formalized substance use screening into assessment activities. Substance use treatment providers are required to incorporate formal mental health screening into assessment activities. Screening tools and results are to be included in the client's chart. Where indicated, all providers must make referrals as needed to substance use or mental health services and to conduct follow-up co-consultation activities. These activities are to be documented in the clinical chart.

22. CO-OCCURRING DISORDERS TREATMENT REQUIREMENTS

Contractors with clients diagnosed with co-occurring disorders must conduct the following clinical activities:

A. Documentation of current substance use and mental health psychosocial assessment in the client chart that includes all diagnoses;

B. Documentation of treatment plan in the chart that integrates findings of both the substance use and mental health assessments and that has been co-developed by the substance use and mental health program staff;

C. Evidence in the chart of care coordination with local substance use or mental health providers, or with dually-qualified staff on-site;

D. Documentation in the chart of all co-occurring disorders treatment activities, including weekly clinical supervision, which is to include all agency staff routinely involved in the client care of clients who have co-occurring disorders.

23. CULTURAL COMPETENCY

All services provided by the Contractor shall be designed and delivered in a manner sensitive to the needs of people from diverse backgrounds including people of racial, ethnic and cultural minorities, immigrant and refugee communities, those in rural areas, those with disabilities, lesbian, gay, bisexual, transgender, and queer populations, and economically and socially disadvantaged groups.

24. REQUIREMENT OF MEDICAID TITLE XIX ELIGIBILITY REVIEW

A. Contractors must screen all clients who are candidates for the funds under consideration for Medicaid eligibility, using the Title XIX Financial Eligibility Screening Processes. Those clients deemed potentially eligible for Title XIX funded services must be referred to the DSHS Community Services Office (CSO) to apply for financial assistance.

B. Charging for services rendered to clients eligible for Title XIX services to the funds made available by this Agreement shall constitute an overpayment.

25. DISPUTE RESOLUTION

The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.

Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County Contracts Manager at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Contracts Manager shall be final thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Contracts Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Contracts Manager are in error, and a brief statement of the relief sought. The County will have an opportunity to respond in writing to the appeal, and its response shall include facts, laws, and argument as to why the conclusion of the County Contracts Manager should be affirmed.

If an appeal of the County Contracts Manager decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member.

The Dispute Resolution Board will resolve the dispute based upon the written appellate materials submitted by the Contractor and responsive written materials provided to the Board and served on the Contractor by the County Contracts Manager. Live testimony will not be permitted and oral argument will be permitted only if requested by the Board. If oral argument is requested it will be conducted in accordance with Rule 11.4 of the Washington Rules of Appellate Procedure. The Board will issue a written decision and serve it on both parties.

Review of any Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Contracts Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

26. SEVERABILITY

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

27. SURVIVAL

Without being exclusive, Sections 14, 15, 25 and 26 above shall survive any re-negotiation, termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

APPENDIX A
STATEMENT OF WORK AND BUDGET

Contractor will provide crisis intervention, substance use disorder treatment, and case management to individuals and their families. These services will be used to stabilize crisis situations, educate families, engage clients in treatment, provide referrals, remove barriers to services, and offer recovery supports during transitions in care. Services will emphasize those using intravenous drugs, pregnant and parenting women, and individuals meeting crisis criteria. Crisis services will be offered on a walk-in basis.

Individuals with Substance Use Disorders and their families may participate in treatment services based on their willingness. Clients will receive referrals, treatment and case management through various levels of care as appropriate.

Direct client services and case management will be billed as a fee for services. Direct client services will be provided by a Substance Use Disorder Professional or Substance Use Disorder Professional Trainee. Direct client services will include screening, brief intervention, assessments, and referrals to treatment. Case Management will be provided by a Client Services Coordinator. Case management services will include collaboration with other providers and the client, assisting with housing, transportation, and in-patient treatment services.

Transportation expenses will be used for bus tickets or other transportation costs as identified to transport clients to and from treatment. Mileage will be reimbursed based on the federal rate of $0.575 per mile.

Housing and client support will include; emergency, temporary, safe clean and sober housing, food, hygiene products, and clothing.

Communications will include two cell phones used for crisis and hotspot devices for remote work.
Laptop(s) will be purchased for crisis intervention use to not exceed $2,170.97.
A washer and dryer will be purchased and installed.

Financial screening will be done to establish eligibility and determine that other funding is not available for an individual's treatment.

Maximum consideration for this contract is $165,000.00.

All billings will be submitted on the county provided invoice and backup for reimbursement is required.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE
January 1, 2021 – December 31, 2021

SERVICE	RATE	MAXIMUM REIMBURSED BY COUNTY
Direct Client Services: Substance Use Disorder Professional/Trainee	$110/Hour	-
Case Management Services: Client Services Coordinator	$110/Hour	-
Case Management and Direct Services TOTAL	-	$130,000.00
Transportation	-	$15,000.00

Housing and Client Support: Temporary, safe clean and sober housing, Food, Hygiene products, and Clothing.	-	$5,000.00
Communications: Cell phones and hotspot devices	-	$5,829.03
Laptop	-	$2,170.97
Washer/Dryer	-	$2,500.00
TOTAL		**$160,500.00**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings.

Funds will not be moved between categories unless approved in writing by the county project manager. Requests to move funds cannot exceed 10% of the total budget. Funds will not be carried over to future years.

29
1-5-21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** ~~12/29/2020~~ 1/6/2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-21-FSFSC
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and First Step Family Support Center. First Step Family Support Center will provide Parents as Teachers program to ensure young children are healthy, safe and ready to learn. The goals of this program are to increase parent knowledge of early childhood development and improve parenting practices, provide early detection of delays and health issues, prevent child abuse/neglect, and increase school readiness/success. This contract is effective January 1, 2021 through December 31, 2021 in the amount of $115,572.62.

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?** ☐

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin L Piccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt & Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted:

29
1-5-21

11323-21-FSFSC

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2021 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and FIRST STEP FAMILY SUPPORT CENTER, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Jenny Oppelt**
Contact Phone:	(360) 417-2431
Contact Fax:	(360) 452-9605

Contractor:	**First Step Family Support Center** 323 East 6th Street Port Angeles WA 98362
Phone:	360-457-8355
Fax:	360-457-3820
Contact Person:	**Venita (Nita) Lynn** Executive Director fstep@olypen.com

---

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Parents as Teachers: Behavioral Health and Early Intervention Program Appendix A, Statement of Work and Budget, attached for a maximum consideration of $115,572.62.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2020.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

_____
Chair Date

ATTEST:

_____
Loni Gores, Clerk of the Board

FIRST STEP FAMILY SUPPORT CENTER:

Venita Lynn 12/18/20
Authorized Signature Date

APPROVED AS TO FORM:

By DPA Alvarez on December 3, 2020

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

A. **Provider Agreement/Agreement** means the contract between Clallam County Department of Health and Human Services and the Contractor, and includes the Special Terms and Conditions, General Terms and Conditions, and any other documents attached or incorporated by reference.

B. **Contractor** means the entity performing services pursuant to the Agreement and includes the Contractor's officers, employees and/or agents. For purposes of any permitted Subcontract, **Contractor** includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

C. **County** means Clallam County and its appointed and/or elected officials, officers, employees and/or authorized agents.

D. **Client** or **Patient** shall mean any individual applying for or receiving services under this Agreement.

E. **Subcontract** means a separate Agreement or Contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to this Agreement.

F. **RCW** means the Revised Code of Washington, as now or hereafter amended.

G. **WAC** means the Washington Administrative Code, as now or hereafter amended.

2. TERM OF AGREEMENT

The Contractor will provide mental health and co-occurring mental health and substance use treatment services to individuals identified as the target population in Appendix A from January 1, 2021 through December 31, 2021.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2021 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **$115,572.62.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all

records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30th, July 31st, September 30th, and January 31st, 2022). The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist.

A. Quarterly electronic reports will be submitted to One Tenth Online in a form collaboratively developed with the County and/or Kitsap County Health District. This form will include a short narrative to summarize the Contractor's quarterly activities under this agreement including any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation.

B. Upon request, additional reports of activities and services will be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

The Contractor must bill no later than **45 days after month of service**. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to: **Clallam County Department of Health and Human Services**
Attn: Behavioral Health Billing
111 E 3rd Street
Port Angeles, WA 98362

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds, and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

1. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

2. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

3. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

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

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

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

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

   1. Denial or termination of service; and/or

   2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall be provided in writing by the Contractor's carrier(s): Contractual Liability for Personal Injury Liability and Stop Gap Employers Liability.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

   Contractor shall maintain product and completed operations liability coverage for a period of at least thirty-six months following completion of Contractor's work.

3. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

4. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

B. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

1. Workers' Compensation
   Statutory — Bodily Injury including Death by Accident or Disease

2. Stop Gap Employers' Liability
   $1,000,000 — Bodily Injury including Death by Accident - Each Accident
   $1,000,000 — Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 — Bodily Injury including Death by Disease – Each Employee

3. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 — General Aggregate
   $2,000,000 — Products and Completed Operations Aggregate
   $1,000,000 — Personal Injury
   $1,000,000 — Each Occurrence

4. Automobile Liability
   $1,000,000 — Bodily Injury including Death and Property Damage - Per Accident

5. Professional Liability
   $ 2,000,000 — Per Occurrence
   $ 2,000,000 — Annual Aggregate
   or
   $ 1,000,000 — Per Occurrence
   $ 3,000,000 — Annual Aggregate

C. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any other insurance maintained by the County shall be excess and not contributing insurance with Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

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

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

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

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

Contractor's failure to obtain and maintain any and all required policies of insurance during the term of this Agreement shall be grounds for the County to withhold compensation otherwise due to the Contractor.

20. PROGRAM OUTREACH, CLIENT REFERRAL AND CARE COORDINATION

It is the responsibility of the Contractor to conduct outreach activities to inform the public and relevant providers of the availability of services.

When a client is determined to be in need of services other than or in addition to the services provided by this Contractor, it is the responsibility of the Contractor to direct the client to such services and to conduct appropriate care coordination.

Referrals, case consultation, and all care management activities are always to be documented in the client's clinical chart.

21. ASSESSMENT REQUIREMENTS (if applicable)

Mental health providers and ARNPs are required to incorporate formalized substance use screening into assessment activities. Substance use treatment providers are required to incorporate formal mental health screening into assessment activities. Screening tools and results are to be included in the client's chart. Where indicated, all providers must make referrals as needed to substance use or mental health services and to conduct follow-up co-consultation activities. These activities are to be documented in the clinical chart.

22. CO-OCCURRING DISORDERS TREATMENT REQUIREMENTS

Contractors with clients diagnosed with co-occurring disorders must conduct the following clinical activities:

A. Documentation of current substance use and mental health psychosocial assessment in the client chart that includes all diagnoses;

B. Documentation of treatment plan in the chart that integrates findings of both the substance use and mental health assessments and that has been co-developed by the substance use and mental health program staff;

C. Evidence in the chart of care coordination with local substance use or mental health providers, or with dually-qualified staff on-site;

D. Documentation in the chart of all co-occurring disorders treatment activities, including weekly clinical supervision, which is to include all agency staff routinely involved in the client care of clients who have co-occurring disorders.

23. CULTURAL COMPETENCY

All services provided by the Contractor shall be designed and delivered in a manner sensitive to the needs of people from diverse backgrounds including people of racial, ethnic and cultural minorities, immigrant and refugee communities, those in rural areas, those with disabilities, lesbian, gay, bisexual, transgender, and queer populations, and economically and socially disadvantaged groups.

24. REQUIREMENT OF MEDICAID TITLE XIX ELIGIBILITY REVIEW

A. Contractors must screen all clients who are candidates for the funds under consideration for Medicaid eligibility, using the Title XIX Financial Eligibility Screening Processes. Those clients deemed potentially eligible for Title XIX funded services must be referred to the DSHS Community Services Office (CSO) to apply for financial assistance.

B. Charging for services rendered to clients eligible for Title XIX services to the funds made available by this Agreement shall constitute an overpayment.

25. DISPUTE RESOLUTION

The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.

Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County Contracts Manager at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Contracts Manager shall be final thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Contracts Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Contracts Manager are in error, and a brief statement of the relief sought. The County will have an opportunity to respond in writing to the appeal, and its response shall include facts, laws, and argument as to why the conclusion of the County Contracts Manager should be affirmed.

If an appeal of the County Contracts Manager decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member.

The Dispute Resolution Board will resolve the dispute based upon the written appellate materials submitted by the Contractor and responsive written materials provided to the Board and served on the Contractor by the County Contracts Manager. Live testimony will not be permitted and oral argument will be permitted only if requested by the Board. If oral argument is requested it will be conducted in accordance with Rule 11.4 of the Washington Rules of Appellate Procedure. The Board will issue a written decision and serve it on both parties.

Review of any Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Contracts Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

26. SEVERABILITY

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

27. SURVIVAL

Without being exclusive, Sections 14, 15, 25 and 26 above shall survive any re-negotiation, termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

APPENDIX A
STATEMENT OF WORK AND BUDGET

The Parents as Teachers (PAT) model is an evidence-based home visiting program designed to ensure young children are healthy, safe and ready to learn. The program consists of twice a month home visits, group connections meetings, child screenings, goal setting and referrals to needed resources. These components create a cohesive package of services with four primary goals:

A. Increase parent knowledge of early childhood development and improve parenting practices.

B. Provide early detection of developmental delays and health issue and insure children are meeting developmental milestones.

C. Prevent child abuse and neglect.

D. Increase children's school readiness and school success.

Home Visits: Through the County funding 27-35 families will receive home visits each year. On average 27 families will be served each month.

Group Meetings: 12 parent groups in will be offered.

Screenings: 100% of PAT children will be offered at least one developmental; health, vision and hearing screening each year and 100% of children who show delays or issues are referred for further evaluation and services.

Supplies will be used for group connections, child development activities, office supplies, postage, and printing.

Maximum consideration for this contract is $115,572.62.

All billings will be submitted on the county provided invoice and backup for reimbursement is required.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE
January 1, 2021 – December 31, 2021

	SERVICE	RATE	MAXIMUM REIMBURSED BY COUNTY
	Parent Educator		$45,574.40
	Supervisor		$17,260.80
	Co-supervisor		$3,520.00
	Fiscal Manager		$5,331.20
	Indirect on Salaries (10%)	-	$7,168.64
	Benefits	-	$22,939.65
2	PAT Recertification	$175/each	$350.00
	Reflective Supervision	-	$1,800.00
	Cell Phone	-	$1,900.00
	PAT Dues/VisitTracker	-	$1,735.00
	Group/Program Supplies	-	$2,992.93
	Travel Training	-	$3,000.00
	Mileage	$0.575/mile	$2,000.00

	TOTAL		**$115,572.62**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings.

Funds will not be moved between categories unless approved in writing by the county project manager. Requests to move funds cannot exceed 10% of the total budget. Funds will not be carried over to future years.

2r
1-5-21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 1/5/2021

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-21-OPGC
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Olympic Personal Growth Center. Olympic Personal Growth Center will provide substance use and mental health treatment to unfunded/underfunded individuals at or below 220% of the federal poverty level. The goal will be provide services to those who would otherwise be unable to engage due to finances. This contract is effective January 1, 2021 through December 31, 2021 in the amount of $8,700.00.

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?** ☐

Funds are in HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt and Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 12-30-20

2r

11323-21-OPGC 1-5-21

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2021 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and OLYMPIC PERSONAL GROWTH CENTER, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Jenny Oppelt**
Contact Phone:	(360) 417-2431
Contact Fax:	(360) 452-9605

Contractor:	**Olympic Personal Growth Center** 390 E Cedar Street Sequim, WA 98382
Phone:	360-681-8463
Fax:	360-681-8465
Contact Person:	**Kristina Bullington** President kristinaopgc@hotmail.com

---

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for FILLING THE GAP Appendix A, Statement of Work and Budget, attached for a maximum consideration of $8,700.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2020.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

_____
Chair Date

ATTEST:

_____
Loni Gores, Clerk of the Board

OLYMPIC PERSONAL GROWTH CENTER:

_____ 12/15/20
Authorized Signature Date

APPROVED AS TO FORM:

By DPA Alvarez on December 3, 2020

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS

The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

A. **Provider Agreement/Agreement** means the contract between Clallam County Department of Health and Human Services and the Contractor, and includes the Special Terms and Conditions, General Terms and Conditions, and any other documents attached or incorporated by reference.

B. **Contractor** means the entity performing services pursuant to the Agreement and includes the Contractor's officers, employees and/or agents. For purposes of any permitted Subcontract, **Contractor** includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

C. **County** means Clallam County and its appointed and/or elected officials, officers, employees and/or authorized agents.

D. **Client** or **Patient** shall mean any individual applying for or receiving services under this Agreement.

E. **Subcontract** means a separate Agreement or Contract between the Contractor and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations which the Contractor is obligated to perform pursuant to this Agreement.

F. **RCW** means the Revised Code of Washington, as now or hereafter amended.

G. **WAC** means the Washington Administrative Code, as now or hereafter amended.

2. TERM OF AGREEMENT

The Contractor will provide mental health and co-occurring mental health and substance use treatment services to individuals identified as the target population in Appendix A from January 1, 2021 through December 31, 2021.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2021 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **$8,700.00.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated

staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30th, July 31st, September 30th, and January 31st, 2022). The quarterly report will be recorded on a form created by the Kitsap Public Health District contracted Epidemiologist.

A. Quarterly electronic reports will be submitted to One Tenth Online in a form collaboratively developed with the County and/or Kitsap County Health District. This form will include a short narrative to summarize the Contractor's quarterly activities under this agreement including any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation.

B. Upon request, additional reports of activities and services provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

The Contractor must bill no later than **45 days after month of service**. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe. Contractor will submit monthly invoices for payment of services provided under this Agreement and required back-up documentation to: **Clallam County Department of Health and Human Services**
Attn: Behavioral Health Billing
111 E 3rd Street
Port Angeles, WA 98362

Documentation of a pattern of failure to comply with billing and/or reporting obligations outlined above may result in corrective action requirements and/or the withholding of funds, and may result in the termination of this Agreement. A pattern of non-compliance with billing and/or reporting will be taken into consideration for future awarding of funds and/or grant cycles.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

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

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

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

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall be provided in writing by the Contractor's carrier(s): Contractual Liability for Personal Injury Liability and Stop Gap Employers Liability.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

   Contractor shall maintain product and completed operations liability coverage for a period of at least thirty-six months following completion of Contractor's work.

3. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

4. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

B. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

1. Workers' Compensation
   Statutory — Bodily Injury including Death by Accident or Disease

2. Stop Gap Employers' Liability
   $1,000,000 — Bodily Injury including Death by Accident - Each Accident
   $1,000,000 — Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 — Bodily Injury including Death by Disease – Each Employee

3. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 — General Aggregate
   $2,000,000 — Products and Completed Operations Aggregate
   $1,000,000 — Personal Injury
   $1,000,000 — Each Occurrence

4. Automobile Liability
   $1,000,000 — Bodily Injury including Death and Property Damage - Per Accident

5. Professional Liability
   $ 2,000,000 — Per Occurrence
   $ 2,000,000 — Annual Aggregate
   or
   $ 1,000,000 — Per Occurrence
   $ 3,000,000 — Annual Aggregate

C. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any other insurance maintained by the County shall be excess and not contributing insurance with Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

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

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

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

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

Contractor's failure to obtain and maintain any and all required policies of insurance during the term of this Agreement shall be grounds for the County to withhold compensation otherwise due to the Contractor.

20. PROGRAM OUTREACH, CLIENT REFERRAL AND CARE COORDINATION

It is the responsibility of the Contractor to conduct outreach activities to inform the public and relevant providers of the availability of services.

When a client is determined to be in need of services other than or in addition to the services provided by this Contractor, it is the responsibility of the Contractor to direct the client to such services and to conduct appropriate care coordination.

Referrals, case consultation, and all care management activities are always to be documented in the client's clinical chart.

21. ASSESSMENT REQUIREMENTS (if applicable)

Mental health providers and ARNPs are required to incorporate formalized substance use screening into assessment activities. Substance use treatment providers are required to incorporate formal mental health screening into assessment activities. Screening tools and results are to be included in the client's chart. Where indicated, all providers must make referrals as needed to substance use or mental health services and to conduct follow-up co-consultation activities. These activities are to be documented in the clinical chart.

22. CO-OCCURRING DISORDERS TREATMENT REQUIREMENTS

Contractors with clients diagnosed with co-occurring disorders must conduct the following clinical activities:

A. Documentation of current substance use and mental health psychosocial assessment in the client chart that includes all diagnoses;

B. Documentation of treatment plan in the chart that integrates findings of both the substance use and mental health assessments and that has been co-developed by the substance use and mental health program staff;

C. Evidence in the chart of care coordination with local substance use or mental health providers, or with dually-qualified staff on-site;

D. Documentation in the chart of all co-occurring disorders treatment activities, including weekly clinical supervision, which is to include all agency staff routinely involved in the client care of clients who have co-occurring disorders.

23. CULTURAL COMPETENCY

All services provided by the Contractor shall be designed and delivered in a manner sensitive to the needs of people from diverse backgrounds including people of racial, ethnic and cultural minorities, immigrant and refugee communities, those in rural areas, those with disabilities, lesbian, gay, bisexual, transgender, and queer populations, and economically and socially disadvantaged groups.

24. REQUIREMENT OF MEDICAID TITLE XIX ELIGIBILITY REVIEW

A. Contractors must screen all clients who are candidates for the funds under consideration for Medicaid eligibility, using the Title XIX Financial Eligibility Screening Processes. Those clients deemed potentially eligible for Title XIX funded services must be referred to the DSHS Community Services Office (CSO) to apply for financial assistance.

B. Charging for services rendered to clients eligible for Title XIX services to the funds made available by this Agreement shall constitute an overpayment.

25. DISPUTE RESOLUTION

The parties to this Agreement shall resolve all disputes at the most relevant level. The Contractor shall bear responsibility for resolving any dispute that occurs between a client and the Contractor.

Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County Contracts Manager at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Contracts Manager shall be final thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Contracts Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Contracts Manager are in error, and a brief statement of the relief sought. The County will have an opportunity to respond in writing to the appeal, and its response shall include facts, laws, and argument as to why the conclusion of the County Contracts Manager should be affirmed.

If an appeal of the County Contracts Manager decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member.

The Dispute Resolution Board will resolve the dispute based upon the written appellate materials submitted by the Contractor and responsive written materials provided to the Board and served on the Contractor by the County Contracts Manager. Live testimony will not be permitted and oral argument will be permitted only if requested by the Board. If oral argument is requested it will be conducted in accordance with Rule 11.4 of the Washington Rules of Appellate Procedure. The Board will issue a written decision and serve it on both parties.

Review of any Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Notice of Potential Claims: The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Contracts Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

Detailed Claim: The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

26. SEVERABILITY

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

27. SURVIVAL

Without being exclusive, Sections 14, 15, 25 and 26 above shall survive any re-negotiation, termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

APPENDIX A
STATEMENT OF WORK AND BUDGET

Contractor will utilize a co-occurring disorders behavioral health treatment model. Substance use and mental health treatment will be offered to unfunded/underfunded individuals at or below 220% of the federal poverty level on a fee for service basis. Financial screening will be done to establish eligibility and determine that other funding is not available for an individual's treatment. Services to be provided will include; group therapy, individual therapy, assessment, and recovery coaching.

Maximum consideration for this contract is $8,700.00

All billings will be submitted on the county provided invoice and backup for reimbursement is required.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be accompanied with the required backup that supports all services being billed.

BUDGET/FEE SCHEDULE
January 1, 2021 – December 31, 2021

Total Hours	SERVICE	RATE	MAXIMUM REIMBURSED BY COUNTY
180	Group Therapy	$25/Hr	$4,500.00
30	Individual Therapy	$80/Hr	$2,400.00
6	Assessment	$120/Hr	$720.00
36	Recovery Coaching	$30/Hr	$1,080.00
	TOTAL		**$8,700.00**

Backup requires ID # or tracking that will enable us to match records to billings when county is onsite for monitoring visit(s). All consumers personal identifying information (e.g. name, birth date, address) will be removed prior to submitting billings.

Funds will not be moved between categories unless approved in writing by the county project manager. Requests to move funds cannot exceed 10% of the total budget. Funds will not be carried over to future years.

2s
1-5-21

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 12/28/20**

REGULAR AGENDA ☒ **Meeting Date: 01/05/21**

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 811-19-08

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Amendment B to the FFY2019 Violence Against Women STOP Grant Program agreement to increase the compensation amount by $3,417 to be spent by 12/31/21.

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?** ☐

A budget change request will be submitted in January to account for this funding and unspent FY2020 funding in the FY2021 Sheriff's Operations budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Recommend approval and signature by the Board.

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

Name of Employee/Stakeholder attending meeting: Beth Waknitz, Grant Coordinator

Relevant Departments: Sheriff's Office

Date submitted: 12/21/20

2S
1-5-21

Commerce Grant Amendment Face Sheet

Grant Number: F19-31103-042
Amendment Number: B

County #811-19-08

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
FFY 2019 Violence Against Women STOP Grant Program

1. Grantee Clallam, County Of 223 E 4th St Ste 3 Port Angeles, WA 98362		**2. Grantee Doing Business As (optional)** Clallam County Sheriff's Office	
3. Grantee Representative (only if updated)		**4. COMMERCE Representative (only if updated)**	
5. Original Grant Amount $ 16,417.00	**6. Amendment Amount** $ 3,417.00	**7. New Grant Amount** $ 19,834.00	
8. Amendment Funding Source **Federal: ☒ State: ☐** **Other: ☐ N/A: ☐**	**9. Amend. Effective Date** 1/8/2021	**10. End Date** 12/31/2021	
11. Federal Funds (as applicable) $ 19,834.00	**Federal Agency:** Department of Justice, OVW	**CFDA Number:** 16.588	**Indirect Rate (if applicable):** 33.81%
12. SWV # SWV0000200-05	**13. UBI #** 054004559		**14. DUNS #** 075739235

15. Amendment Purpose: To increase funds and update applicable grant terms and conditions.

COMMERCE defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant as Amended and Attachments and have executed this Grant as Amended on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant as Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment A – Certification of Compliance with Federal Regulations; Attachment B – U.S. Department of Justice Certified Standard Assurances; Attachment C – Certification Form - Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements; Attachment D – Certification on Employment Eligibility; Unreasonable Restrictions; and Suitability to Interact with Minors; Attachment E – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters; Attachment F – Scope of Work; Attachment G – Budget; Attachment H – Requirement for Policy for Response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence; and Grantee's Application for Funding as submitted and approved by COMMERCE. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".

FOR GRANTEE	**FOR COMMERCE**
_____ Signature	_____ Diane Klontz, Assistant Director
_____ Name	_____ Date
Chair Title	**APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**
_____ Date	

Elizabeth Stanley
Approved as to form only by
Elizabeth Stanley, Clallam County Civil DPA

Amendment B

The purpose of this amendment is to amend the Special Terms and Conditions, add funds to the budget, and include new award conditions.

The Special Terms and Conditions are modified as follows:

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 09/13/2018
Federal Award Identification Number (FAIN): 2018-WF-AX-0057
Total amount of the federal award: $3,320,390.00
Total amount of federal award 2018-WF-AX-0057 funding in this Grant: $ 4,150.00

Federal Award Date: 08/26/2019
Federal Award Identification Number (FAIN): 2019-WF-AX-0056
Total amount of the federal award: $3,359,114.00
Total amount of federal award 2019-WF-AX-0056 funding in this Grant: $ 15,684.00

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from grant activities shall contain the following statement:

> "This project was supported by Subgrant No. **F19-31103-042** awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Grant funds are administered by the Office of Crime Victims Advocacy, Community Services and Housing Division, Washington State Department of Commerce.

5. COMPENSATION

COMMERCE shall pay an amount not to exceed **$ 19,834.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment F – Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment G – Budget.

Grantee shall provide a non-federal match. The total match to be provided shall be at least **$ 6,612.00** unless otherwise agreed upon and fulfilled by STOP Grant county partners. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. An expended amount of match funds must be identified on the invoice voucher form provided by COMMERCE.

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager. Payment will be on a reimbursement basis only.

Consultant fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day.

Travel expenses incurred or paid by the Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the state of Washington Office of Financial Management Travel

Regulations. Travel expenses are included in the maximum grant amount for this Grant. Current rates for travel may be accessed using the following link: https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf.

11. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including Contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than $1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. (***This provision applies only if the Grantee or Subgrantees are using the services of licensed professionals to perform services described under this Grant.***) The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Local Government Grantees that Participate in a Self-Insurance Program
Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles

(GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington state Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE a summary of coverages and a letter of self- insurance, evidencing continued coverage under the Grantee's self-insured/liability pool or self-insured risk management program.

17. REPORTING

The Grantee shall submit an annual progress report electronically on a form provided by COMMERCE for the work performed. The electronic report is due to COMMERCE **January 15, 2021** (for the performance period January 1, 2020 through December 31, 2020). A second electronic report is due to COMMERCE **January 15, 2022** (for the performance period January 8, 2021 through December 31, 2021). The Grantee shall maintain documentation and records that support the progress report.

22. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Face Sheet
- Special Terms and Conditions
- Attachment A – Certification of Compliance with Federal Regulations
- Attachment B – U.S. Department of Justice Certified Standard Assurances
- Attachment C – Certification Form - Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements
- Attachment D – Certification on Employment Eligibility; Unreasonable Restrictions; and Suitability to Interact with Minors
- Attachment E – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters
- Attachment F – Scope of Work
- Attachment G – Budget
- Attachment H - Requirement for Policy for Response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence
- General Terms and Conditions
- Application for Funding as submitted and approved by COMMERCE

ATTACHMENT G – Budget

The detailed budget is modified as follows:

January 8, 2021 through December 31, 2021

Category	Original	Amendment B	Grant Total
Salaries	$ 1,121.00	$ 224.00	$ 1,345.00
Benefits	$ 392.00	$ 78.00	$ 470.00
Subgrantees	$ 7,204.00	$ 800.00	$ 8,004.00
Goods and Services	$ 7,316.00	$ 2,239.00	$ 9,555.00
Indirect	$ 384.00	$ 76.00	$ 460.00
Total	$ 16,417.00	$ 3,417.00	$ 19,834.00
Match	$ 5,473.00	$ 1,139.00	$ 6,612.00
Project Total	$ 21,890.00	$ 4,556.00	$ 26,446.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

The cost of allowable equipment purchased with these funds must be prorated to grant activity usage, unless items are used 90% or more on grant activities. Equipment authorized to be purchased with grant funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution. It must also be purchased by March 31st, 2021.

Printing of Materials: OCVA must forward requests to print brochures, billboards, and other publications to the Office on Violence Against Women not less than twenty (20) days prior to public release of the materials. If approved, the printing must be completed by March 31st, 2021.

Food and Beverage Costs: The Grantee agrees Grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or training volunteers.

Consultant fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day.

No grant funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. However, this does not apply to law enforcement agencies or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

ATTACHMENT H – Requirement for Policy for Response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The grantee (and any subgrantee) must have a policy, or issue one within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor.

The policy must address the following: 1) allegations of workplace-related incidents of sexual misconduct, domestic violence, and dating violence by an employee, volunteer, consultant, or contractor; 2) workplace supports for employees, volunteers, consultants, or contractors who are victims of sexual misconduct, domestic violence, or dating violence; and 3) adjudications that will result in an employee, volunteer, contractor, or consultant being prohibited from occupying positions that could undermine the ability of the recipient or subrecipient to carry out the grant- funded project, such as positions working with victims and other vulnerable populations. A policy may provide that certain adjudications do not prohibit an individual from occupying such a position but must include standards for granting such an exemption for an individual.

Definitions: "Adjudication" includes a conviction, issuance of a final protection order, court-ordered diversion, or other judicial finding that the employee, volunteer, consultant, or contractor has engaged in domestic violence, dating violence, sexual assault, or stalking. The recipient may choose to include additional, related offenses, such as sex trafficking, as "adjudications." "Domestic violence," "dating violence," "sexual assault," and "stalking" have the meanings given in 34 U.S.C. § 12291(a). "Sexual misconduct" means sexual assault, stalking, and sexual harassment. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor. An individual is considered to be in the "workplace" of the recipient or subrecipient while in, or using the resources of, the recipient's or subrecipient's offices or facilities, using its equipment or vehicles, engaging in approved telework, on work-related travel, or otherwise conducting business on behalf of the recipient or subrecipient. The availability and nature of the response to a workplace-related incident may depend on the location at issue. "Workplace-related incidents" of sexual misconduct, domestic violence, and dating violence include acts, attempted acts, or threatened acts by or against employees, consultants, volunteers, or contractors, that occur in the workplace or that occur outside the workplace but have an impact on the workplace or otherwise undermine the ability of the recipient or subrecipient to carry out the grant-funded project.

Subgrantees must make their policies available to the recipient upon request.

As the duly authorized representative of the Grantee, I hereby certify that the Grantee (and any subgrantee) will comply with the above requirement to have a policy, or issue one within 270 days of the award date. I also understand, as part of grant monitoring, OCVA staff may request a copy of Grantee's policy.

Clallam County Sheriff's Office
Agency Name

W.L. Benedict	Sheriff
Name of Authorized Official	Title of Authorized Official
W.L. Benedict	12-21-20
Signature of Authorized Official	Date

THIS AMENDMENT SHALL BE READ IN CONJUNCTION WITH THE ORIGINAL GRANT AND SUBSEQUENT AMENDMENTS. EACH AND EVERY PROVISION OF THE ORIGINAL GRANT AND SUBSEQUENT AMENDMENTS EXCEPT AS AMENDED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT. THE ABOVE REFERENCED GRANT AND ATTACHMENTS ARE AMENDED TO REFLECT THE PROVISIONS OF THIS GRANT AND ARE BY THIS REFERENCE INCORPORATED INTO THIS GRANT.

BY SIGNING THE ATTACHED FACE SHEET, THE GRANTEE HEREBY ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AMENDMENT.

DG
9/29/20

Commerce Grant Amendment Face Sheet

Grant Number: F19-31103-042
Amendment Number: A

County Contract # 811-19-08

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
FFY 2019 STOP Violence Against Women Formula Grant Program

1. Grantee	2. Grantee Doing Business As (optional)
Clallam, County Of 223 E 4th Street, Suite 3 Port Angeles, WA 98362	Clallam County Sheriff's Office
3. Grantee Representative (only if updated)	**4. COMMERCE Representative (only if updated)**

5. Original Grant Amount	6. Amendment Amount	7. New Grant Amount
$ 16,417.00	$ 0.00	$ 16,417.00

8. Amendment Funding Source	9. Amendment Effective Date	10. End Date
Federal: ☒ State: ☐ Other: ☐ N/A: ☐	11/1/2020	12/31/2021

11. Federal Funds (as applicable)	Awarding Official	CFDA Number
	Department of Justice, OVW	16.588

12. Amendment Purpose: The purpose of this amendment is to extend the grant end date through December 31, 2021.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A – Certification of Compliance with Federal Regulations; Attachment B – U.S. Department of Justice Certified Standard Assurances; Attachment C – Certification Form - Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements; Attachment D – Certification on Employment Eligibility; Unreasonable Restrictions; and Suitability to Interact with Minors; Attachment E – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters; Attachment F – Scope of Work; Attachment G – Budget; and Grantee's Application for Funding as submitted and approved by COMMERCE.

FOR THE GRANTEE	FOR THE DEPARTMENT
Board of Clallam County Commissioners	
Signature	Diane Klontz, Assistant Director
Mark Ozias	10/13/2020
Name	Date
Chair	
Title	APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE
9/29/20	
Date	

FACE SHEET

22 12/3

Grant Number: F19-31103-042

County Contract #811-19-08

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
FFY 2019 Violence Against Women STOP Grant Program

1. Grantee Clallam, County Of 223 E 4th Street, Suite 3 Port Angeles, WA 98362	**2. Grantee Doing Business As (optional)** Clallam County Sheriff's Office
3. Grantee Representative Alice Hoffman Phone: (360) 417-2257 Email: ahoffman@co.clallam.wa.us	**4. COMMERCE Representative** Cheryl Rasch Program Coordinator Phone: (360) 725-2870 Fax: (360) 586-7176 cheryl.rasch@commerce.wa.gov PO Box 42525 98504-2525 1011 Plum Street SE Olympia, WA 98501

5. Grant Amount	6. Funding Source	7. Start Date	8. End Date
$16,417.00	**Federal: ☑ State: ☐ Other: ☐ N/A: ☐**	01/01/2020	12/31/2020

9. Federal Funds (as applicable)	Federal Agency	CFDA Number	Indirect Cost Rate
	Department of Justice, OVW	16.588	34.23%

10. Tax ID #	11. SWV #	12. UBI #	13. DUNS #
N/A	SWV0000200-05	054004559	075739235

14. Grant Purpose
STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and Attachments and have executed this Grant on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment A – Certification of Compliance with Federal Regulations; Attachment B – U.S. Department of Justice Certified Standard Assurances; Attachment C – Certification Form - Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements; Attachment D – Certification on Employment Eligibility; Unreasonable Restrictions; and Suitability to Interact with Minors; Attachment E – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters; Attachment F – Scope of Work; Attachment G – Budget; and Grantee's Application for Funding as submitted and approved by COMMERCE.

FOR GRANTEE	FOR COMMERCE
Board of Clallam County Commissioners Signature Mark Ozias Name Chair Title 12/3/19 Date	Diane Klontz, Assistant Director 12/4/19 Date **APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE**

APPROVED AS TO FORM
Elsa Stanley
CLALLAM CO PROSECUTORS OFFICE
DATE: 11/5/2019

SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. **AUTHORITY**

COMMERCE and Grantee enter into this Grant pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. **ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Date: 08/26/2019
Federal Award Identification Number (FAIN): 2019-WF-AX-0056
Total amount of the federal award: $3,359,114.00
Total amount of federal award 2019-WF-AX-0056 funding in this Grant: $16,417.00

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from grant activities shall contain the following statement:

> "This project was supported by Subgrant No. **F19-31103-042** awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Grant funds are administered by the Office of Crime Victims Advocacy, Community Services and Housing Division, Washington State Department of Commerce.

3. **AUDIT**

If the Grantee is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

4. **BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE. The Grantee shall submit all requests for reimbursement on the Invoice Voucher (A-19) form provided by OCVA program staff.

Invoices shall be submitted at least quarterly, but not more often than monthly, on the Invoice Voucher (A-19) Forms. The Invoice Voucher shall be submitted to Cheryl Rasch, Program Coordinator, Office of Crime Victims Advocacy, Post Office Box 42525, Olympia, Washington 98504-2525. Invoices can also be submitted electronically by email to cheryl.rasch@commerce.wa.gov, faxed to (360) 586-7176, or via Secure Access Washington to the Commerce Contract Management System (CMS).

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made via electronic funds transfer

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Financial Grants Management Guide, which can be found at https://www.justice.gov/ovw/page/file/1116786/download.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Grant, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

5. COMPENSATION

COMMERCE shall pay an amount not to exceed **$ 16,417.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment F – Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment G – Budget.

Grantee shall provide a non-federal match. The total match to be provided shall be at least **$ 5,473.00** unless otherwise agreed upon and fulfilled by STOP Grant county partners. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. An expended amount of match funds must be identified on the invoice voucher form provided by COMMERCE.

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager. Payment will be on a reimbursement basis only.

Consultant fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day.

Travel expenses incurred or paid by the Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the state of Washington Office of Financial Management Travel Regulations. Travel expenses are included in the maximum grant amount for this Grant. Current rates for travel may be accessed using the following link:
https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf.

6. CONFERENCES, MEETINGS, AND TRAININGS

The Grantee, and any Subgrantee, must comply with all applicable laws, regulations, policies, and official Department of Justice (DOJ) guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ) including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the Office of Violence Against Women (OVW) website at https://www.justice.gov/ovw/conference-planning.

OVW Training Guiding Principles

The Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/grantees#Resources.

Food and Beverage Costs

The Grantee agrees STOP Formula Grant Program funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or training volunteers.

7. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

8. GRANT MODIFICATION

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may analyze Grant expenditures as a proportion of the Grant budget. If COMMERCE determines, in its sole discretion, that the Grant funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Grant to reduce the balance of the Grant budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other Grantees for the provision of eligible program activities.

9. DEBARMENT

A. Grantee, defined as the primary participant and it principals, certifies by signing these Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

10. INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) may be used.

11. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than $1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. (***This provision applies only if the Grantee or Subgrantees are using the services of licensed professionals to perform services described under this Grant.***) The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Local Government Grantees that Participate in a Self-Insurance Program
Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington state Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self- insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant.

12. NON-COMPLIANCE WITH NON-DISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

13. NON-SUPPLANTING

The Grantee agrees that Grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this Grant. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this Grant, recoupment of monies provided under this Grant, and civil and/or criminal penalties.

14. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

15. POTENTIAL FRAUD, WASTE, ABUSE AND SIMILAR MISCONDUCT

The Grantee agrees to promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subgrantee, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Divisions, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (800) 869-4499 (phone) or (202) 616-9881 (fax).

16. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

The Grantee must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.

B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

C. Minimum procedural requirements, as follows:

1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
3. Positive efforts shall be made to use small and minority-owned businesses.
4. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
5. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
6. Some form of price or cost analysis should be performed in connection with every procurement action.
7. Procurement records and files for purchases shall include all of the following:
   a. Grantees selection or rejection.
   b. The basis for the cost or price.
   c. Justification for lack of competitive bids if offers are not obtained.

8. A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.

D. Grantee and Subgrantees must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed $5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

17. REPORTING

The Grantee shall submit an annual progress report electronically on a form provided by COMMERCE for the work performed. The electronic report is due to COMMERCE **January 15, 2021** (for the performance period January 1, 2020 through December 31, 2020). The Grantee shall maintain documentation and records that support the progress report.

18. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, Grantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

19. STATUTORY AND REGULATORY REQUIREMENTS

The Grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, Violence Against Women Act of 2000, P.L. 106-386, Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.

20. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

21. VAWA 2013 NON-DISCRIMINATION PROVISION

The Grantee acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Grant. The Grantee agrees that it will comply with this provision.

SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

22. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Face Sheet
- Special Terms and Conditions
- Attachment A – Certification of Compliance with Federal Regulations
- Attachment B – U.S. Department of Justice Certified Standard Assurances
- Attachment C – Certification Form - Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements
- Attachment D – Certification on Employment Eligibility; Unreasonable Restrictions; and Suitability to Interact with Minors
- Attachment E – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters
- Attachment F – Scope of Work
- Attachment G – Budget
- General Terms and Conditions
- Application for Funding as submitted and approved by COMMERCE

GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. **DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Department of Commerce.

C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.

D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

F. "State" shall mean the state of Washington.

G. "Subgrantee" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate grant with the Grantee. The terms "subgrantee" and "subcontractors" mean subgrantee(s) in any tier.

2. **ALL WRITINGS CONTAINED HEREIN**

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

3. **AMENDMENTS**

This Grant 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.

4. **ASSIGNMENT**

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

5. **CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential

Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within twenty-four (24) hours of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

7. DISPUTES

In the event that a dispute arises under this Grant, it shall be determined by a Dispute Board in the following manner: Each party to this Grant 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, Grant terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination 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.

8. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

11. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

15. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the state of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover grant and all administrative costs directly related to the replacement grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

A. Stop work under the Grant on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A

CERTIFICATION OF COMPLIANCE WITH FEDERAL REGULATIONS

All OVW award recipients, and any subrecipient ("subgrantee") at any tier, must comply with the requirements below. In addition, the general terms and conditions applicable to all OVW grants and cooperative agreements are available at https://www.justice.gov/ovw/grantees#award-conditions. These do not supersede any specific conditions in this award document.

1. **Part 200 Uniform Requirements and DOJ Grants Financial Guide**

   The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance

2. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38**

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

   Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

3. **Notification of Findings of Discrimination or Non-Compliance**

   In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the recipient, or a program partner or participant receiving contract funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the Department of Commerce (COMMERCE).

   The recipient, and any subrecipient ("subgrantee") at any tier, shall include a statement clearly stating whether or not the finding is related to any contract activity supported with a contract in which U.S. Department of Justice funds are involved, and identify all open contracts utilizing U.S. Department of Justice funding by contract number and program title.

4. **Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

   The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

   The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

5. **Confidentiality and Information Sharing**

   The recipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), non-disclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

6. **Restrictions on "Lobbying" and Policy Development**

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this Grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

7. **Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons**

(including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions *(Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award))*, and are incorporated by reference here.

8. **General Appropriations – Law Restrictions on the use of Federal Funds**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions *(Award Condition: General appropriations-law restrictions on use of federal award funds)*, and are incorporated by reference here.

9. **Copyrighted Works**

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. The Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

As the duly Authorized Representative of the Grantee, I hereby certify that the Grantee (and any subgrantees) will comply with the above regulations, as applicable

Clallam County Sheriff's Office
Agency Name

Alice Hoffman — Name of Authorized Official

Chief Civil Deputy — Title of Authorized Official

Signature of Authorized Official

12.3.19 — Date

ATTACHMENT B

U.S. DEPARTMENT OF JUSTICE
CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

1. I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

2. I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

3. I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

   A. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;

   B. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and

   C. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

4. The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

   A. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

   B. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)),which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

   C. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

   D. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

5. The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

6. I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

7. I assure that the Applicant will give the Department and the Government Accountability Office, through any Authorized Representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

8. I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

   A. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

   B. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

9. If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Clallam County Sheriff's Office
Agency Name

Alice Hoffman
Name of Authorized Official

Chief Civil Deputy
Title of Authorized Official

Signature of Authorized Official

12-3-19
Date

OMB APPROVAL NO. 1121-0140
EXPIRES 5/31/2019

ATTACHMENT C

CERTIFICATION FORM
Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Clallam County Sheriff's Office	
Address: 223 E 4TH ST STE 3, PORT ANGELES, WA 98362	
Is agency a Direct ☐ or Sub recipient ☑ of OJP, OVW or COPS funding?	Law Enforcement Agency? Yes ☐ No ☐
DUNS Number: 075739235	Vendor Number (only if direct recipient): N/A
Name and Title of Contact Person: Alice Hoffman, Chief Civil Deputy	
Telephone Number: (360) 417-2257	E-Mail Address: ahoffman@co.clallam.wa.us

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

☐ Less than fifty employees. ☐ Indian tribe. ☐ Medical Institution.
☐ Nonprofit Organization. ☐ Educational Institution. ☒ Receiving an award less than $25,000

I, Alice Hoffman [*responsible official*], certify that [*recipient*] is not required to prepare an EEOP for the reason(s) checked above, pursuit to 28 C.F.R. § 42.302. I further certify that Clallam County Sheriff's Office [*recipient*] will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Alice Hoffman, Chief Civil Deputy — *Print or Type Name and Title*
Signature
12.3.19 — *Date*

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient has fifty or more employees and is receiving a single award or, subaward of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [*responsible official*], certify that _____ [*recipient*] Which has fifty or more employees and is receiving a single award for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____
[organization],

_____
[address].

Print or Type Name and Title *Signature* *Date*

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title *Signature* *Date*

ATTACHMENT D

CERTIFICATION ON EMPLOYMENT ELIGIBILITY; UNREASONABLE RESTRICTIONS; AND SUITABILITY TO INTERACT WITH MINORS

1. **Employment Eligibility Verification for Hiring under the Award**

   The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions *(Award Condition: Employment eligibility verification for hiring under award)*, and are incorporated by reference here.

2. **Unreasonable Restrictions on Competition under the Award; Association with Federal Government**

   No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at https://www.justice.gov/ovw/award-conditions *(Award Condition: Unreasonable restrictions on competition under the award; association with federal government)*, and are incorporated by reference here.

3. **Determinations of Suitability to Interact with Participating Minors**

   The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions *(Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors)*, and are incorporated by reference here.

As the duly Authorized Representative of the Grantee, I hereby certify the Grantee (and subcontractors, if any) will comply with the above regulations, as applicable.

Clallam County Sheriff's Office
Agency Name

Alice Hoffman
Name of Authorized Official

Chief Civil Deputy
Title of Authorized Official

Signature of Authorized Official

12-3-19
Date

ATTACHMENT E

RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

1. In accepting this award, the recipient--

   A. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   B. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

   A. it represents that--

      1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

      2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

   B. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Clallam County Sheriff's Office
Agency Name

Alice Hoffman
Name of Authorized Official

Chief Civil Deputy
Title of Authorized Official

Signature of Authorized Official

12-3-19
Date

ATTACHMENT F

SCOPE OF WORK

January 1, 2020 through December 31, 2020

Clallam County Sheriff's Office shall provide staff and furnish goods and services necessary to accomplish the activities under the STOP Violence Against Women Formula Grant Program during the Grant period.

This Grant is not a Benefit or Entitlement to the Grantee. It is not to be used to acquire property or services for the state government's direct benefit. The principle purpose of this Grant is to provide funding for Clallam County Sheriff's Office to accomplish a public purpose.

Funding from this Grant must be used to support the Grantee's STOP Violence Against Women Formula Grant Program. Grantee must ensure that activities funded under this Grant program are available to adult or youth victims (ages 11 or older) of domestic violence, sexual assault, stalking or dating violence during Grantee's regular business hours and shall include, but not be limited to:

- attend local and/or national training sessions;
- training related to crimes involving adult or youth victims (ages 11 and older) of domestic violence, sexual assault, dating violence, and/or stalking;
- ensuring funding for training is focused on topics or issues related to adult or youth victims (ages 11 and older) of domestic violence, sexual assault, dating violence, and/or stalking;
- active collaboration with victim services and prosecution to ensure a supportive and strong coordinated response for victims of domestic violence, sexual assault, dating violence, and/or stalking; and
- ensuring that goods and services, supplies or administrative costs supported by this grant program are related to issues involving adult or youth victims of domestic violence, sexual assault, dating violence or stalking.

Services provided must be consistent with current state and federal laws and mandates.

Outreach, Public Awareness and Education Activities: Grant funds may only be used to support, inform, and outreach to victims about available services. Grantee agrees grant funds will not be used to conduct public awareness or community education campaigns or related activities.

Coordinated Community Response Team: The Grantee and subcontractors, if applicable, shall participate at least quarterly, in the county's Coordinated Community Response Team to increase the safety of victims of domestic violence, sexual assault, dating violence and/or stalking and hold offenders accountable. OCVA Program Staff may conduct periodic checks for compliance with participation in the CCR. Noncompliance may result in suspension of payments to Grantee under this Grant.

Victim Safety and Recovery: The Grantee and Subgrantees, if applicable, agree that these funds will not support activities that compromise victim safety and recovery and undermine offender accountability, such as:

1. Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, income or lack of income, or the age and/or sex of their children.
2. Procedures or policies that compromise the confidentiality of information and/or privacy of persons receiving services.

3. Procedures or policies that require victims to take certain actions (e.g., seek an order of protection, receive counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies) in order to receive services.
4. Procedures or policies that fail to include conducting safety planning with victims.
5. Project designs, products, services, and/or budgets that fail to account for the unique needs of individuals with disabilities, with limited English proficiency, or who are Deaf or hard of hearing, including accessibility for such individuals.

The Office on Violence Against Women (OVW) does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

DELIVERABLES

The Grantee shall be responsible for the following deliverables:

1. Participation in coordinated community response meetings at least quarterly – As detailed above
2. Reports – As described in Section 17 of the Special Terms and Conditions
3. Vouchers – Must be submitted at least quarterly

PERFORMANCE MEASURES

Provision of the deliverables listed above will be measured using the following performance measures:

1. Participation in at least 75% of coordinated community response meetings
2. 100% of required reports will be submitted on time
3. 90% of vouchers will be completed on time

ATTACHMENT G

BUDGET

January 1, 2020 through December 31, 2020

Category	Estimated Costs
Salaries	$ 1,121.00
Benefits	$ 392.00
Subgrants	$ 7,204.00
Goods and Services	$ 7,316.00
Indirect or MTDC	$ 384.00
Total	**$ 16,417.00**
Match	$ 5,473.00
Total	$ 21,890.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

The cost of allowable equipment purchased with these funds must be prorated to grant activity usage, unless items are used 90% or more on grant activities. Equipment authorized to be purchased with grant funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution. It must also be purchased within the first quarter of the Grant.

Printing of Materials: OCVA must forward requests to print brochures, billboards, and other publications to the Office on Violence Against Women not less than twenty (20) days prior to public release of the materials. If approved, the printing must be completed within the first three months of the Grant.

Food and Beverage Costs: The Grantee agrees grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or training volunteers.

Consultant fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day.

No grant funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. However, this does not apply to law enforcement agencies or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

2f
1-5-21

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 12/28/20**

REGULAR AGENDA ☒ **Meeting Date: 01/05/20**

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

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract # 815-16-01 Amendment #3
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Amendment 3 to the Interagency Contract with Washington State Department of Corrections (DOC) to extend the performance period through 12/31/2021 and to increase the offender bed / per diem rate from $85.00 to $89.25 per offender bed day. There are changes to the terms and conditions that DOC updated to reflect changes in their processes, in particular with the medical language.

Budgetary impact:
The anticipated increase in revenue will be adjusted in the FY2021 Sheriff's Jail budget.

Recommended action:
It is recommended that the Board approve the contract and authorize signature by the Chair.

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

Name of Employee/Stakeholder attending meeting: Wendy Peterson, Chief Corrections Deputy

Relevant Departments: Sheriff's Office

Date submitted: 12/23/20

2+ 1-5-21
County Contract #815-16-01

State of Washington
Department of Corrections

Contract No. K9433
Amendment No. 3

This Amendment is made by the Washington State Department of Corrections, hereinafter referred to as "Department," and the Clallam County, hereinafter referred to as "County" or "Contractor," for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and Contractor.

WHEREAS the purpose of this Amendment is to extend the term of the Agreement, increase the per diem rate of compensation, and update certain terms and conditions;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Contractor agree as follows:

ARTICLE I, DEFINITIONS is hereby replaced in its entirety with the following:

Section 1.1 **Contractor** – means Clallam County and its employees, licensed practitioners, contractors, vendors, and volunteers.

Section 1.2 **Contractor inmate** - means any resident of the Facility who is not a Department offender.

Section 1.3 **Department or DOC** – means the Department of Corrections of the state of Washington, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing the Department.

Section 1.4 **Department offender** - means any offender under the Department's jurisdiction.

Section 1.5 **DOC Utilization Management Office** – means the Department's medical contact that receives, reviews, and approves Contractor's non-Formulary and extraordinary medical care requests to provide necessary medical care to Department offenders. The Nurse Desk is available telephonically 24 hours a day, 7 days a week at 360-725-8733 and during normal business hours via email at NurseDesk@DOC1.wa.gov.

Section 1.6 **Extraordinary medical care** - means medically necessary medical, psychiatric or dental care that is not commonly available through the Facility's health services and incurs additional cost. This may include, but not limited to, extraordinary medications such as immunosuppressive drugs, and hepatitis C treatment and antiretroviral medications.

Section 1.7 **Facility** - means the Contractor's non-Department operated correctional facility used for the total confinement of Department offenders and Contractor inmates.

Section 1.8 **Formulary** –Medications in this category may be prescribed when medically necessary according to the Offender Health Plan (OPH) and require no further approval for use. The DOC Pharmaceutical Management and Formulary Manual can be viewed at: http://doc.wa.gov/business/healthcareproviders/default.asp

Section 1.9 **In-Facility care** - means medical, mental health and dental care provided as part of the per diem to include all over-the-counter medication, which is any medication that does not require a prescription, and routine medical supplies, routine medical/psychiatric/dental care, regular health screenings, and emergent medical treatment provided on-site at the Facility that is undistinguishable from services provided to Contractor inmates.

Section 1.10 **Licensed practitioner** - means any licensed health care practitioner performing services within the person's authorized scope of practice following RCW Title 18.

Section 1.11 **Medicaid** – means Title XIX of the Social Security Act enacted by the social security amendments of 1965 (42 U.S.C. Sec. 1396; 79 Stat. 343), as amended.

Section 1.12 **Medically necessary care** - means medical care that meets one or more of the following criteria for a given patient at a given time:

Section 1.12.1 Is essential to life or preservation of limb, OR

Section 1.12.2 Reduces intractable pain, OR

Section 1.12.3 Prevents significant deterioration of activities of daily living (ADLs), OR

Section 1.12.4 Is of proven value to significantly reduce the risk of one of the three outcomes above (e.g. certain immunizations), OR

Section 1.12.5 Immediate intervention is not medically necessary, but delay of care would make future care or intervention for intractable pain or preservation of ADLs significantly more dangerous, complicated, or significantly less likely to succeed, OR

Section 1.12.6 Reduces severe psychiatric symptoms to a degree that permits engagement in programming that advances correctional interests, OR

Section 1.12.7 Is described as part of a Departmental policy or health care protocol or guideline and delivered according to such policy, protocol, or guideline, OR

Section 1.12.8 From a public health perspective, is necessary for the health and safety of a community of individuals and is medically appropriate, but may not be medically necessary for the individual (for example, treatment for head lice);

Section 1.12.9 Not considered experimental or to be lacking in medically recognized professional documentation of efficacy; and,

Section 1.12.10 Not administered solely for the convenience of the offender or the health care provider.

Section 1.13 **Offender day** – means any day a Department offender is in the custody of the Contractor including the first day the offender is sanctioned or held by the Department to a term of confinement to be served in the Facility.

Section 1.13.1 An offender day ends at midnight of the day immediately preceding the day of the offender's release from the Department's sanction, transferred to a Department institution, transferred to another Facility, released to the custody of the Department, or released to the community.

Section 1.13.2 An offender day shall not include any day that is by state law the financial responsibility of the Contractor or any other jurisdiction.

Section 1.14 **Offender Health Plan** – means the Department's Offender Health Plan (OHP) that describes the medically necessary medical, mental health, and dental services available to Department offenders, as well as the services that are limited or not available. The OHP is not a contract or a guarantee of services to Department offenders.

Section 1.15 **Per diem rate** - means the amount per day per Department offender that the Contractor will be reimbursed by the Department for all in-Facility care, including but not limited to all medical, mental health, dental, food, clothing and housing which are the same or similar that is provided to Contractor inmates.

Section 1.16 **Secretary** - means the Secretary of the Department and delegates authorized in writing to act on the Secretary's behalf.

ARTICLE II, SECTION 2.1 TERM is hereby amended, in part, as follows:

Section 2.1 **Term.** This Agreement supersedes all previous oral and written contracts and agreements between the parties relating to the confinement, care, and treatment of Department offenders. This Contract commences on January 1, 2016 and continues through ((~~December 31, 2020~~)) December 31, 2021, unless terminated by either party pursuant to this Agreement.

ARTICLE II, SECTION 2.4 PER DIEM BILLING is hereby amended, in part, as follows:

Section 2.4 **Per Diem Billing.** The per diem rate is $85.00 per Department offender, for January 1, 2019 through December 31, 2020. Effective January 1, 2021 through December 31, 2021, the per diem rate is $89.25 per Department offender. The Contractor agrees to only bill the Department monthly for the actual bed days used by Department offenders in the preceding month. The Contractor also agrees that it will not bill the Department for any bed day that is the financial responsibility of any other jurisdiction, and that it will submit monthly itemized bills to the Department in an electronic

spreadsheet format that includes the offender's name, DOC number, date of birth, and dates the offender was held by the Contractor under the Department's authority. If applicable, the Contractor agrees to identify in the monthly bill, any beds that are being counted toward the day-for-day exchange for any Contractor boarder being held by the Department in a Department institution.

ARTICLE III, SECTION 3.5 RETURN OF DEPARTMENT OFFENDER TO THE COMMUNITY is hereby replaced in its entirety with the following:

Section 3.5 **Return of Department Offender to the Community.** The Contractor agrees to complete a national "Wants and Warrants" check and to notify the Department and any interested jurisdiction of the Department offender's pending release. The notification shall occur at least seven business days and not later than 24 hours prior to a Department offender's release to the community due to the Department offender's completion of a sanction or sentence. The Department offender may be released directly from the Facility when the Department takes custody of the offender, when the Department's sanction has been served, or when the Department's hold or detainer is no longer valid, whichever is earliest.

ARTICLE III, SECTION 3.6 JURISDICTION is hereby replaced in its entirety with the following:

Section 3.6 **Jurisdiction.** Department offenders placed in the Contractor's custody are under the Department's jurisdiction, however upon the Department offender's placement at the Facility, the Department authorizes the Contractor to assume custody. The Department agrees to provide the Contractor with documentation of the Contractor's authority to detain the offender. **The Contractor agrees to immediately notify the Department of all non-Department holds if and when non-Department holds are placed on Department offenders or when non-Department holds are closed or removed from Department offenders as detailed in Attachment A.**

Section 3.6.1 The Contractor agrees to not transfer or transport any Department offender held by the Department or serving a Department sanction for a term of confinement until the Department takes custody of the offender, the Department's sanction has been served, or the Department's hold or detainer is no longer valid, whichever is earliest.

Section 3.6.2 Department offenders detained in the Facility shall only be transferred to another confinement facility or Department institution after authorization is obtained from the Violator Desk, the after-business Duty Officer, or the Contract Coordinator as detailed in Attachment A.

ARTICLE III, SECTION 3.8 MEDICAL CARE is hereby replaced in its entirety with the following:

Section 3.8 **Medical Care.** It is the intent of the parties that Department offenders in the Contractor's custody receive safe, appropriate and cost-effective medical care consistent with the Department's Offender Health Plan and **Attachment B**.

Section 3.8.1 Contractor Responsibilities.

3.8.1.1 The Contractor agrees to provide Department offenders in the Facility care identical to the care provided to Contractor inmates. The Contractor agrees to provide Department offenders twenty-four (24) hour access to emergency medical care. The Contractor agrees to provide the most cost-effective, medically appropriate method of transportation and security for all Department offenders taken out of the Facility, to in-county emergent and non-emergent medical appointments. The Contractor may require Department Offenders to pay co-pay fees for medications.

3.8.1.2 The Contractor agrees to follow the Department's pre-authorization procedure through the Department's Utilization Management Office for all extraordinary medically necessary care provided to Department offenders beyond what is normally provided to Contractor's inmates.

3.8.1.3 ONLY the Department's Nurse Desk can authorize the transfer of a Department offender from the Facility for medical reasons.

3.8.1.4 In an emergency, when pre-authorization is not feasible, the Contractor agrees to notify the Department, as soon as possible, but not later than four hours after transporting a Department offender to the nearest emergency room or other medical facility and before any hospital admission.

3.8.1.5 Following the OHP and consistent with RCW 70.48.130(2), the Department does not consider experimental or elective procedures to be medically necessary. The Department will not reimburse for elective or experimental medical procedures. The Department will not be responsible for the payment of or for medical care required as a result of any tort committed by the Contractor, or its employees, or by its agents, contractors, vendors, or volunteers in the course of their providing services to Department offenders, or for care which could have foreseeably been prevented

3.8.1.6 The Contractor agrees to be financially responsible for all unauthorized health care provided to Department offenders.

3.8.1.7 The Contractor agrees to be financially responsible for any medical costs incurred due to the negligent action or inaction of Contractor's employees.

Section 3.8.2 Department Responsibilities.

3.8.2.1 The Department agrees to be financially responsible for pre-authorized extraordinary medical care provided by the Contractor to

Department offenders that is consistent with this Contract, the OHP and the Department's prescription formulary.

3.8.2.2 If the Department offender is under the exclusive jurisdiction of the Department, then the Department may authorize medically necessary care. However, if it is later determined that another jurisdiction(s) or entity is financially responsible; then the Department may not pay for part or all of the costs associated with the medically necessary care.

3.8.2.3 The Department agrees to reimburse the Contractor for emergency medical costs incurred by a Department offender under the conditions of this Contract. Emergency medical care costs may include a facility fee, physician services, labs and x-rays. The Department is not obligated to reimburse the Contractor for medical care or treatment provided to a Department offender without the Department's pre-authorization in non-emergency situations, or without the required notification as specified by paragraph 3.8.1.4 in emergency situations

3.8.2.4 The Department may, at its option, request the return of a Department offender for medical reasons. The Department's medical financial responsibilities under this Contract terminate when the Department takes custody of the offender, when the Department's sanction has been served, or when the Department's hold or detainer is no longer valid, whichever is earliest.

3.8.2.5 The Department at its sole discretion may provide Department offenders prescription medications or, reimburse the Contractor for prescription medications it provides as long as the Contractor provided prescription medications are consistent with the Offender Health Plan and the Formulary. **Consistent with the medication continuation practice at DOC Reception Centers, DOC Contracted Violator Facility's are authorized to receive reimbursement for Non-formulary or Restricted Formulary prescriptions for up to thirty (30) days for general medical medications and sixty (60) days for mental health medications provided to patients returning to custody due to a violation. However, the Department still encourages Contracted Violator Faculties to use Formulary medications whoever possible. Over-the-counter (OTC) medications and/or medical supplies are not reimbursable items.**

For any single prescription that is expected to exceed $2500.00 per month, notification to the Department's Utilization Management Office (Nurse Desk) is required. Any questions related to medication reimbursement may be directed to the Nurse Desk. See Attachment B.

Section 3.8.3 **Safe Transfer of Care.**

3.8.3.1 HIPAA – Both parties agree to follow the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPPA protects the

privacy of individually identifiable protected health information. It allows the exchange of this information between the Department and the Contractor for the purpose of billing and payment. This allows the Contractor to provide the Department documentation of the Department offender's health information and Contractor's treatment activities so that the Contractor can receive reimbursement under this Contract for costs of health care provided to Department offenders. See CFR 45 § 164.506. HIPPA also clarifies the standard for use and disclosure for correctional institutions and other law enforcement custodial situations in CFR 45 §164.512.

3.8.3.2 The Contractor agrees to consult with the Department's Utilization Management Office prior to transferring a Department offender for medical reasons. "Transferring," as used in this section, includes moving the Department offender into the Contractor's medical unit within the Facility.

3.8.3.3 The Contractor also agrees to consult telephonically with the medical staff at any facility receiving the Department offender and agrees to transport, with the Department offender, any applicable medical records, current care instructions, and all appropriately labeled medications. The medical record shall at a minimum include the Department offender's name, DOC number, date of birth, any known allergies, current medication list, and description of current medical problem(s), the Facility medical care previously provided, and the Facility medical staff contact information.

3.8.3.4 Prior to the Contractor transferring a Department offender to any other correctional facility, the Contractor agrees to obtain the Department's authorization, and if approved to provide a copy of the Department's authorization to hold the Department offender at the receiving facility.

3.8.3.5 The Department agrees to transport, with the Department offender, any applicable medical records, current care instructions, and all appropriately labeled medications. The medical record shall at a minimum include the Department offender's name, DOC number, date of birth, any known allergies, current medication list and description of current medical problem(s), the Facility medical care previously provided, and the Department's institutional medical staff contact information.

Section 3.8.4 **Medical Care Utilization Review.** The Contractor agrees to allow the Department and its agents to conduct concurrent and retrospective utilization audits and reviews of any and all medical services provided to Department offenders. The Contractor agrees that any and all of its medical service contracts will include authorization for the Department's concurrent and retrospective utilization audits and reviews of any and all medical services provided to Department offenders.

Section 3.8.5 **Medical Billing**. Contractor costs incurred for a Department offender's medical care not included in the per diem may be reimbursed by the Department consistent with this Contract and **Attachment C**.

The Contractor agrees to electronically send itemized monthly bills to the Department at: DOCHQMedicalRAB@DOC1.WA.GOV.

The itemized reimbursement claims must contain the Department offender's name and DOC number and attached supporting documentation of the service provided that includes the date(s) of service, the name of the practitioner who ordered the service, details of the service/item(s) provided, the prescriptions(s) provided, the facility(s) that provided the service(s), and a copy of any health care claims paid to off-site providers. All reimbursements claims must also include documentation showing proof of payment by the Contractor.

The Contractor agrees to submit itemized billing statements electronically to the Department for reimbursement and data collection purposes. If billings received do not contain the detailed information or supporting documents required, they will be returned to the Contractor and not processed.

The Contractor agrees to submit itemized bills for medical services not later than six months after the date of service. **If medical or pharmaceutical bills are received 365 days or more after the date of service, the Department may decline to reimburse the Contractor for those bills.**

ARTICLE III, SECTION 3.9 NOTIFICATION OF RELEASE DATE is hereby replaced in its entirety with the following:

Section 3.9 **Notification of Release Date.** The Department agrees to calculate a Department offender's release date and to notify the Contractor, in writing, of the Department offender's release date. The Contractor will not release a Department offender unless the Department's sanction has been served, or when the Department's hold or detainer is no longer valid, whichever is earliest.

The Contractor also agrees to notify the Department if a Department offender receives additional confinement or holds from a non-Department jurisdiction(s). The Department will not be financially responsible for any per diem or medical costs beyond the sanction time imposed by DOC.

ATTACHMENT A, DOC CONTACT INFORMATION is hereby replaced in its entirety by **ATTACHMENT A-1, DOC CONTACT INFORMATION**, which is attached hereto and incorporated by reference herein.

ATTACHMENT B, PREAUTHORIZATION AND MEDICAL BILLING INSTRUCTIONS is hereby replaced in its entirety by **ATTACHMENT B-1, PREAUTHORIZATION AND MEDICAL BILLING INSTRUCTIONS**, which is attached hereto and incorporated by reference herein.

Additions to this text are shown by underline and deletions by ((~~strikeout~~)). All other terms and conditions remain in full force and effect. The effective date of this Amendment is **January 1, 2021.**

THIS AMENDMENT, consisting of nine (9) page(s) and two (2) attachments is executed by the persons signing below who warrant that they have the authority to execute this Amendment.

CLALLAM COUNTY SHERIFF'S OFFICE

Bill Benedict, Sheriff Date

WASHINGTON STATE DEPARTMENT OF CORRECTIONS

Debra Eisen, Contracts Administrator Date

BOARD OF COMMISSIONERS
CLALLAM COUNTY , WASHINGTON

Mark Ozias, Chair Date

ATTEST (Clerk):

Alanna Gores, Clerk of the Board Date

Elizabeth Stanley

Approved as to form by:

Elizabeth Stanley, Civil DPA for Clallam County

Contractor's Attorney

Approved as to Form: This Amendment format was approved by the office of the Attorney General. Approval on file.

DOC Contact Information

Violator Medical Issues • Pre-Authorization for extraordinary medical expenses • Pre-Authorization for high cost medications. • Notification: of emergent offender medical issue or • Hospitalization • Requests for transfer due to medical or mental health issues.	**DOC Nurse Desk-24/7** • **360-725-8733** Additional contact during business hours: • NurseDesk@doc1.wa.gov • Fax: 360-586-9060
Violator Issues • To request a transfer of violator • Notification of additional non-DOC sentence/sanction confinement • Notification of violator discipline/new charges • Notification of any non- DOC detainers/ holds	**DOC Violator Desk** Monday-Friday (except Holidays): 7:00 am-5:00 pm • **1-855-584-6528** • Violatordesk@doc.wa.gov • *When calling outside of hours listed call the DOC Warrants Desk and ask to speak to the CCD Section Duty Officer.*
DOC Secretary Warrant	**DOC Warrants Desk-24/7** • **360-725-8888**
Concerns after normal business hours For example: offenders under DOC supervision or issues related to DOC staff or DOC equipment	**DOC Warrants Desk-24/7** *Warrants Desk will refer to the appropriate Duty Officer* • **360-725-8888**
Violator Medical Billing • Requests for reimbursement for medical care not included in the offender base rate.	**Medical Disbursement Unit** • DOCHQMedicalRAB@doc1.wa.gov • **360-725-8298** • Fax: 360-586-1320
DOC Contract Coordinator • Contract concerns/issues • Death of a Violator • Violator Escape	**Greg Oliver** Monday-Friday (except Holidays): 8:00 am-5:00 pm • **Work 360-725-8943** • After hours/holidays 360-584-3202 • gregory.oliver@doc.wa.gov

Last updated 1/11/2017

ATTACHMENT B-1

PRE-AUTHORIZATION AND MEDICAL BILLING INSTRUCTIONS

Definitions

Per Diem Rate – the cost per day per Department offender for all care, included in facility medical costs housing which is the same or similar care provided to County/City inmates.

DOC Utilization Management Office (Nurse Desk) – the Department's medical contact that receives, reviews and approves extraordinary medical expenses and non-formulary requests for DOC Offenders. The Nurse Desk is available 24 hours a day via phones at (360) 725-8733 or during normal business hours via email at NurseDesk@doc1.wa.gov

Extraordinary Medical Care – medically necessary care that is not commonly available through the facility health services and incurs additional cost. Examples of extraordinary medical care **may** include, but are not limited to, specialty consults, emergency room care, hospital care, ancillary charges and ambulance services.

Extraordinary Medical Expense – medical expenses that are beyond the medical expenses included in the Base Rate per Diem for in-facility care for Department offenders including high cost/specialty medication for chronic conditions.

In-Facility Care – medical care provided to Department offenders as part of the Base Rate per Diem to include over-the-counter medications, routine medical, mental health and dental care, regular medical screenings and emergent medical treatment, identical to services provided to other County inmates.

Formulary Medications – medications described in the DOC Pharmaceutical Management and Formulary Manual. Medications in this category are described as medically necessary and require no further approval for use provided the criteria listed in the formulary are met. The formulary is available online at the following link: http://www.doc.wa.gov/corrections/services/docs/formulary.pdf.

Medically Necessary Care – medical care that meets one or more of the following criteria for a given patient at a given time:

- Is essential to life or preservation of limb, or
- Reduces intractable pain, or
- Prevents significant deterioration of activities of daily living (ADLs), or
- Is of proven value to significantly reduce the risk of one of the three outcomes above (e.g. certain immunizations), or
- Immediate intervention is not medically necessary, but delay of care would make future care or intervention for intractable pain or preservation of ADLs significantly more dangerous, complicated, or significantly less likely to succeed, or
- Reduces severe psychiatric symptoms to a degree that permits engagement in programming that advances correctional interests, or
- Is described as part of a Departmental policy or health care protocol or guideline and delivered according to such policy, protocol or guideline, or

- From a public health perspective, is necessary for the health and safety of a community of individuals and is medically appropriate, but may not be medically necessary for the individual (for example, treatment of head lice)

Any medically necessary care provided shall **NOT**:

- Be considered experimental or to be lacking in medically recognized professional documentation of efficacy, or
- Be administered solely for the convenience of the offender or the health care provider

Non Formulary – medications in this category are not generally prescribed in DOC. They are not medically necessary usually for one of the following reasons:

- Experimental medications or experimental use of medication
- Medications for which alternative therapeutic modalities may already exist on the formulary list
- Medications for which alternative therapeutic modalities may already exist on the over-the counter (OTC) store list
- Medications with the sole purpose of treating conditions recognized in the Offender Health Plan (OHP) as not medically necessary
- Brand-name medication when a generic product is available within the therapeutic class

Offender Health Plan (OHP) – The Department's OHP describes medically necessary medical care, mental health and dental care services that are available to Department offenders, as well as the services that are limited or not available. The OHP is not a contract or a guarantee of payment for services provided to Department offenders. The Offender Health Plan (OHP) is available online at the following link: http://doc.wa.gov/corrections/services/health.htm .

Restricted Formulary – medications in this category are described as medically necessary but restricted to documented failure of a Formulary medication(s) or certain populations or disease states. Refer to the Medication Formulary status for specific criteria.

Pre-Authorization

The County/Violator Facility must obtain pre-authorization through the Department's Utilization Management Office for all health care beyond what is normally provided to County inmates. This includes notification of incarceration of offenders who are on specialty/high cost medications for long-term or chronic conditions such as Hepatitis C, HIV, MS or any other condition that requires the consistent administration of medications during their incarceration.

In the case of an emergency when pre-authorization is not feasible, the County/Violator Facility must notify the Department's Utilization Management Office as soon as possible, but no later than four (4) hours after transporting the Department offender to an emergency room or other medical facility and before any hospital admission.

The following information must be included with notifications:

- The date and time the offender left your facility for the medical event;
- The name of the hospital or medical facility;
- The medical issue/reason for trip; and

- The date and time the offender returned to your facility (if applicable)

Please note that if **ANY** hospitalization results in an inpatient event the Department, if properly notified, will apply for Medicaid coverage under the Affordable Care Act and the County/Violator Facility will not be billed for qualifying services. However, the County/Violator Facility must notify the Department of the hospitalization and follow the emergency notification and/or pre-authorization process so that a Medicaid application can be initiated for the event.

The Department is not obligated to reimburse the County/Violator Facility for medical care or treatment provided to a Department Offender without the Department's pre-authorization or notification within the timeframe specified in the contract.

Pre-authorization requests for extraordinary medical care including pertinent medical records and other supporting documentation are faxed to the Utilization Management Office at (360) 586-9060.

The Department's Utilization Management Office will be available via telephone to assist staff 24 hours a day and 7 days per week.

- From 8 a.m. - 4:30 p.m. Monday – Friday (except holidays), the Nurse Desk is available at NurseDesk@doc1.wa.gov or (360) 725-8733.
- After normal business hours and during holidays, please call (360) 725-8733. The call will forward to the on-call UM Nurse.

If authorization for extraordinary medical care is denied, the practitioner may appeal the Department's decision by submitting a written request and supporting documentation to DOC via email at DOCHQMedicalRAB@DOC1.wa.gov

Pharmaceuticals and Non-Formulary Requests

Consistent with the medication continuation practice at DOC Reception Centers, DOC Contracted Violator Facilities are authorized to receive reimbursement for Non-formulary or Restricted Formulary prescriptions for up to 30 days for general medical medications and 60 days for mental health medications provided to patients returning to custody due to a violation. However, the Department still encourages Contracted Violator Facilities to use Formulary medications whenever possible. Over-the-counter (OTC) medications and/or medical supplies are not reimbursable items.

For any single prescription that is expected to exceed $2500.00 per month, notification to the Department's Utilization Management Office (Nurse Desk) is required.

Any questions related to medication reimbursement may be directed to the Nurse Desk at NurseDesk@doc1.wa.gov or (360) 725-8733.

Medical Billing

It is the responsibility of the billing County/Violator Facility to process payment for all bills prior to sending them to the Department for reimbursement. However, if the County/Violator facility is unable to make payment for direct billings, you may send a written request to the Department to process payment on the behalf of the County/ Violator Facility can be submitted by fax (360) 586-1320 or email to DOCHQMedicalRAB@DOC1.WA.GOV. Please include a copy of the bill with the request. The Department will respond to written requests for assistance with payment of direct billings within seven (7) business days of receipt. Please do not instruct the billing entity to bill the Department directly.

Monthly medical billings are to be submitted electronically to the Medical Disbursement Unit at DOCHQMedicalRAB@DOC1.WA.GOV. Itemized invoices for services provided onsite by the incarcerating facility should be submitted to the Department on a monthly basis for the previous month's services. Any billing for offsite services should be submitted for reimbursement or payment within 30 days of the date of service. We understand that each monthly billing may have medical invoices for previous months and that is acceptable; however, in an effort to ensure the cleanest billing process, please bill one month at a time whenever possible. Itemized statements must be submitted in the format below with supporting documentation when applicable. Incomplete or missing data or supporting documentation may result in delays or denial of payment.

If unable to submit billing electronically, please fax to:
Department of Corrections
Health Services Contract, Claims and Benefits Unit
Fax: (360) 586-1320

A sample billing entry is provided below

Last name	First Name	DOC # or Birthdate	Trip Date or date RX given	Destination or RX name & strength	Quantity	ER? (Y/N)	IP? (Y/N)	Reason for Trip/RX #	Split Custody (Y/N)	Amount Billed to DOC
Doe	John	999999	8/27/12	Gabapentin 30 MG TAB	14	N	N		N	25.00
Jackson	Joseph	111111	8/1/12	Clonidine 1 MG TAB	6	N	N		N	34.00
Smith	Joe	888888	8/14/12	Providence St Peter Hospital		Y	N	Broken Leg		2,500.00

Monthly billings must include:

- A coversheet with all pertinent details including the total amount billed, month of service, facility name, contact information for the billing staff(including an email address, phone number and fax number), address for where to submit the payment, an invoice number (this is your internal invoice tracking number) and Federal Tax ID number;
- Itemized Charges to include the name of the offender and DOC# who the charges are for, what the charges are for and the total amount of the charges. If you are asking for reimbursement for services paid to offsite providers, a copy of the original healthcare claim form paid by the facility must be included. If charges are for onsite services, the detail of what services were provided must be listed along with copies of any paid bills for those services with a break-out of the amount attributed to the DOC offenders.
- Supporting documentation including verification of DOC hold, any authorizations from the Utilization Management Office and all Health Insurance Claim Forms (CMS 1500 or UB-04) and/or invoices from community providers showing what was billed and documentation of what you paid if requesting reimbursement, for medications, you must provide a copy of the pharmacy bill to include the drug name, dosage and quantity provided and amount paid for the drugs;
- Credits for returned prescriptions (if applicable) listed in the same way as noted above and clearly marked as CREDIT.

Once DOC has completed the verification process and is ready to process payment, the County will be notified by email or fax of any denials or credits.

For billing questions or concerns, please email DOCHQMedicalRAB@DOC1.WA.GOV.

HIPAA

The Health Insurance Portability and Accountability Act (HIPAA – CFR 45) of 1996 protects the privacy of individually identifiable, protected health information or PHI. This law allows for the exchange of this information between covered entities for the purpose of billing and payment which allows you to provide the required back-up documentation regarding the offenders' health information and treatment activities for support of payment purposes (§ 164.506 (c)(3)). It further clarifies the standard for use and disclosure for correctional institutions and other law enforcement custodial situations in §164.512(k).

2u
1-5-21

AGENDA ITEM SUMMARY

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

Department: Public Works/Road

WORK SESSION ☒ **Meeting Date: 12/28/2020**

REGULAR AGENDA ☒ **Meeting Date: 01/05/2021**

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

Item summary:

☐ Call for Hearing
☐ Resolution
☐ Draft Ordinance
☒ Contract/Agreement/MOU - Contract #101-16-003C
☐ Proclamation
☐ Final Ordinance
☐ Budget Item
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Western Federal Lands Highway Division, FHWA Agreement # DTFH70-16-E-00015 - Amendment 0003 (East Beach Road). The Federal Highway Administration is asking for an extension of the expiration date of this agreement from the end of next year (12/31/21).

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?** ☐

This project is budgeted.

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

That the Board authorize the Chair to sign this agreement.

County Official signature & print name: Mark Peterson FOR, Ross Tyler
Mark Peterson

Name of Employee/Stakeholder attending meeting: Ross Tyler

Relevant Departments: Public Works/Road Dept.

Date submitted: 12/23/2020

2e
1-5-21

101-16-003C

US Department of Transportation
Federal Highway Adinistration

Western Federal Lands Highway Division, FHWA
610 E. Fifth Street
Vancouver, WA 98661

December 11, 2020

Funds Transfer Agreement

Clallam County

Providing Funding of **$0.00**

Western Federal Lands Highway Division, FHWA Agreement # DTFH70-16-E-00015 - Amendment 0003

Project Number/Name: WA Clallam 92210(1), East Beach Road

This letter is to hereby extend the expiration date of December 31, 2020 to December 31, 2021 for project work and/or a construction contract to mill, reshape, replace culverts and pave to existing width.

Fund Transfer Summary:

Phase	Form	Amount	Due	Received	FTA Number	Amend #	Comments
PE	Cash	$25,380.00	5/1/2016	8/30/2016	DTFH7016E00015	Base	Match
CN	Cash	$254,340.00	5/15/2017	06/05/2017	DTFH7016E00015	0001	Match
		$ 0.00			DTFH7016E00015	0002	Extend Period of Performance
		$ 0.00			DTFH7016E00015	0003	Extend Period of Performance
	Total:	$279,720.00					

The following is the Clallam County's Finance Billing Information:		The following is Western Federal Lands Highway Division, FHWA Finance Billing Information:	
DUNS#	075-739-235	DUNS#	139-768-597
Finance Contact	Ross Tyler	Finance Contact	Genise L. Dance
Finance Phone	(360) 417-2448	Finance Phone	(360) 619-7534
Finance Fax		Finance Fax	(360) 619-7945
Finance E-mail	rtyler@co.clallam.wa.us	Finance E-mail	genise.dance@dot.gov
Project Contact	Ross Tyler	Project Contact	Andrew Rasmussen
Project Phone	(360) 417-2448	Project Phone	(360) 619-7899
Project Fax		Project Fax	(360) 619-7945
Project E-mail	rtyler@co.clallam.wa.us	Project E-mail	andrew.rasmussen@dot.gov
Street Address	223 E. 4th ST., Suite 6		
City, State, Zip	Port Angeles, WA 98362-3015		

Expiration Date: This Funds Transfer Agreement will expire on 12/31/2021

The current authorized funding is: **$279,720.00.** In no case shall **Clallam Cty** or FHWA exceed this amount or extend the end date of the agreement without a mutually agreed upon written modification of this Agreement. All other terms and conditions remain unchanged.

Mark Ozias, BOCC , Dist #1 Date
Clallam County

Namrata Battan, Contracting Officer Date
Western Federal Lands Highway Division, FHWA

2v
1-5-21

AGENDA ITEM SUMMARY

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

Department: BOCC/Finance

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 1/05/2021**

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 291.21.001

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Personal Services Agreement with Harper-Ridgeview Funeral Chapel for the disposal of indigent remains.

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?** ☐

Funding for this contract is already included in the 2021 Budget.

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

County Official signature & print name: _____ Debi Cook

Name of Employee/Stakeholder attending meeting: Debi Cook

Relevant Departments: BOCC, Finance

Date submitted: 12/29/2020

2V
1-5-21

Contract 291.21.001

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Harper-Ridgeview Funeral Chapel
Address: 105 West 4th "St.
Port Angeles, WA 98362
Phone №: 360-452-9701

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 1st day of January 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of ~~2020~~. 2021

CONTRACTOR

Mark V. Gustafson

MARK V. GUSTAFSON

Print name: Mark V. Gustafson

Title: General Manager

Date: DEC. 22, 2020

ATTEST:

Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

Contractor shall provide for the disposition of Indigent Remains in accordance with Clallam County Ordinance #930, to include basic services of funeral director and staff, holding of remains in refrigeration until disposition, cremation and processing of the cremated remains, provision of the cremation container and an urn, all at the bid price of $1,325, for the life of the contract.

COMPENSATION

1. ☒**a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of ONE THOUSAND THREE HUNDRED AND TWENTY FIVE DOLLARS (1,325.00) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify)

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position ***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS ($) for the completed work set forth in Attachment "A."

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

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

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

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

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

    Termination for Public Convenience. The Contractor may terminate the contract in whole or in part whenever the Contractor determines, in its sole discretion that such termination is in the interests of the Contractor. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made. Termination of this contract by the Contractor at any time during the term, for convenience shall not constitute a breach of contract by the Contractor.

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

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

    (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

    (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement.

(a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

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

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

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed

conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

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

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

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

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

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

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name: Debi Cook

Title: Financial Systems Administrator & Budget Director

Address: 223 East 4th St., Port Angeles, WA 98362

Telephone: 360-417-2382

E-mail: dcook@co.clallam.wa.us

Fax:

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

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

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

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

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

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

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

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

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

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

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

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement

in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

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

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☒ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☒ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

☐ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒	COMMERCIAL GENERAL LIABILITY:		
	Bodily injury, including death	$250,000	per occurrence
		$1,000,000	aggregate
	Property damage	$100,000	per occurrence
		$500,000	aggregate
☒	ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$1,000,000	per occurrence
☐	WORKERS COMPENSATION:	Statutory amount	

☐	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	$	per occurrence
		$	aggregate
	Property damage liability	$	per occurrence
		$	aggregate
☒	BUSINESS AUTOMOBILE LIABILITY:	$500,000	per occurrence

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

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

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

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

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

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

3a
1-5-21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 1/5/2021

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

Item summary:

☐ Call for Hearing ☐ Contract/Agreement/MOU - Contract #

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☒ Other RFP Release Notice

Documents exempt from public disclosure attached: ☐

Executive summary: RFP opening
Clallam County Health & Human Services has received a grant from the Washington State Department of Health to conduct a Homeless Needs Assessment. The following has been laid out by WA Dept. of Commerce. "This grant to Clallam County is to conduct an assessment of the needs of the county's homeless population. The assessment must include an analysis of the impacts of substance abuse treatment at the county's substance abuse treatment facilities on the county's homeless population. The assessment must also provide recommendations for improvements of the county's local homeless housing program. Funding may also be used to implement recommendations from the assessment or to provide shelter, services, and relocation assistance for homeless individuals."
Our intention is to use a portion of this funding to procure an outside consultant to perform this needs assessment through an RFP process. Release date for the RFP is scheduled to be released on November 25, 2020 and due to the BOCC on January 4, 2021.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
Funding for the selected proposal is from the Department Of Commerce and in the HHS 2021 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
~~Release the RFP notice for publication~~. RFP opening
County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jenny Oppelt and Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 11/10/20

* 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)

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

REQUEST FOR PROPOSALS/QUALIFICATIONS

The Clallam County Health and Human Services Department is seeking a qualified consultant to conduct a gaps and needs analysis of the services (to include behavioral health services), resources, and housing available to and needed by those persons and families experiencing homelessness within Clallam County for the period of February 2021 through May 30, 2021.

Sealed proposals must be clearly marked on the outside of the envelope **"Homeless Gaps and Needs Analysis 2021"**. Mailing address for proposal is: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362, or hand-delivered (in accordance with current public health standards, practice social distancing and wear a mask if hand-delivering) to 223 East 4th Street, Room 150 (County Commissioner's Office), Port Angeles, Washington. **Proposals MUST be received by 3:00 p.m., Monday, January 4, 2021**, whether by mail or by hand deliver. Submittals made in an incorrect format will not be considered. Proposals will be opened publicly and acknowledged at the Board of Clallam County Commissioners' Meeting on Tuesday, January 5, 2021.

An RFP application and information packet is available on the Clallam County website at www.clallam.net/HHS or a hardcopy may be obtained Monday through Friday, 9:00 a.m. – 4:00 p.m., in the Health and Human Services Department, 111 East 3rd Street (upper floor), Port Angeles, Washington (in accordance with current public health standards, practice social distancing and wear a mask if requesting packet in person). Telephone 360-417-2431 or email joppelt@co.clallam.wa.us for packets.

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 _____, 2020

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____

Loni Gores, Clerk of the Board

_____

Mark Ozias, Chair

cc: Department

Publish: November 29 and December 4, 2020
Bill: Health and Human Services

Clallam County Homeless Gaps and Needs Analysis

Request for Proposals

Contract Period: February – May 30, 2021

DEADLINE: January 4, 2021

CLALLAM COUNTY HOMELESS GAPS AND NEEDS ANALYSIS
REQUEST FOR PROPOSALS (RFP)

TABLE OF CONTENTS

REQUEST FOR PROPOSAL SUMMARY.....3
REQUEST FOR PROPOSAL TIMELINE.....4
ANTICIPATED SCOPE OF WORK.....5
PROPOSAL REQUIREMENTS.....6
MINIMAL TECHNICAL REQUIREMENTS.....7
REVIEW AND SELECTION CRITERIA.....8
PROPOSAL TERMS AND CONDITIONS AND INSURANCE REQUIRMENTS.....8

CLALLAM COUNTY HOMELESS GAPS AND NEEDS ANALYSIS REQUEST FOR PROPOSAL SUMMARY AND BACKGROUND

The Clallam County Health and Human Services Department is seeking a qualified consultant to conduct a gaps and needs analysis of the services (to include behavioral health services), resources, and housing available to and needed by those persons and families experiencing homelessness within Clallam County.

This project will be inclusive by incorporating those who are experiencing homelessness according to the U.S. Housing and Urban Development (HUD) and the U.S. Department of Education (DOE) definitions of Homelessness.

The completed analysis will be utilized to inform local homelessness funding priorities for 2060 (**RCW 36.22.178**) and 2163 (**RCW 36.22.179**) funding and services planning in Clallam County.

PROPOSAL DEADLINE: Monday January 4, 2021, at 3:00 p.m. (See Section VIII)

PROPOSALS MUST BE RECEIVED IN THE CLALLAM COUNTY BOARD OF COMMISSIONERS' OFFICE NO LATER THAN 3:00 P.M. ON MONDAY, JANUARY 4, 2021 WHETHER HAND DELIVERED (in accordance with public health standards, practice social distancing and wear a mask if hand-delivering) OR BY U.S. MAIL. NO LATE PROPOSALS WILL BE ACCEPTED.

EACH PROPOSAL MUST BE:

1. **IN A SEPARATE ENVELOPE**
2. **THREE RING HOLE PUNCHED**
3. **ONE (1) ORIGINAL**
   AND
4. **THREE (3) COPIES**
5. **THE OUTSIDE OF THE ENVELOPE SHALL BE MARKED "Homeless Gaps and Needs Analysis 2021"**
6. **AN ELECTRONIC PDF VERSION OF THE PROPOSAL MUST BE SENT TO JENNY OPPELT AT joppelt@co.clallam.wa.us**

This Request for Proposal is available on the Internet at http://www.clallam.net/HHS or by contacting Jenny Oppelt at: Clallam County Health & Human Services; Phone: 360.417.2431; Email: joppelt@co.clallam.wa.us. The Clallam County Health & Human Services Department reserves the right to make unilateral modifications to this RFP to address changes on the state and/or local level. Clallam County Health and Human Services may (at its sole discretion) accept a proposal that is in "substantial compliance" with the terms and conditions of this RFP if the variance between the submitted proposal and the terms and conditions of this RFP is not "material." A variance will be considered "material" only if its presence or inclusion in the proposal means the proposer is likely to be unable to fulfill the Scope of Work requirements.

REQUEST FOR PROPOSAL (RFP) TIMELINE

Clallam County Homeless Gaps and Needs Analysis

Date	Activity
November 24, 2020	**RFP Approved by BOCC**
November 25, 2020	**RFP Released**
January 4, 2021	**Proposals due to Board of Commissioners by 3:00 p.m.**
January 5, 2021	**Proposals opened and accepted at BOCC Mtg.**
January 5 – 18, 2021	**Proposals Reviewed/1 Accepted**
January 25, 2021	**Contract to BOCC**
February 2, 2021	**Contract approved by BOCC**
February – May 30, 2021	**Assessment Period**
June 15, 2021	**Presentation to Clallam County Board of Health**

Note – All dates after January 4, 2021 established here are tentative dates to be worked out with the successful proposer.

ANTICIPATED SCOPE OF WORK

The Clallam County Health and Human Services Department in partnership with the Washington State Department of Commerce are seeking a qualified research consultant to conduct a gaps and needs analysis of the services (to include behavioral health services), resources, and housing available to and needed by those persons and families experiencing homelessness within Clallam County.

This project will be inclusive by incorporating those who are experiencing homelessness according to the U/S/ housing and urban development (HUD) and the U.S. Department of Education (DOE) definitions of Homelessness.

The completed analysis will be utilized to inform local homelessness funding priorities for 2060 (**RCW 36.22.178**) and 2163 (**RCW 36.22.179**) funding and services planning in Clallam County.

Gaps Analysis:

Conduct a gaps analysis of the needs of people experiencing homelessness and services available which must be completed by May 31, 2021.

1. Clallam Country would like the gaps analysis to include issues contributing to becoming and remaining homeless, including but not limited to:
    a. Domestic violence
    b. Education
    c. Health care
    d. Housing
    e. Mental health
    f. Poverty
    g. Substance use disorders
    h. Transportation
    i. Workforce participation and training
    j. Jobs and typical wages
    k. Incomes necessary to afford market-rate housing
    l. Job loss/homelessness due to Covid-19
    m. Formerly incarcerated/Felony convictions/Legal issues
2. The analysis should also include subpopulations of people experiencing homelessness and the racial demographics in each subcategory:
    a. People experiencing unsheltered homelessness
    b. Chronic homelessness
    c. Veterans
    d. Families
    e. Youth
    f. People experiencing homelessness for the first time
    g. People returning to homelessness including their risk factors
    h. Survivors of domestic violence
    i. Elderly

j. LGBTQ+
k. Racial and ethnic minorities

Final Report and Presentation Materials:
The following report, documentation and materials are to be prepared for use by Clallam County. Upon completion of the contract, all stated materials will be owned by Clallam County and may be utilized at their sole discretion.

- A housing inventory list; including characteristics, addresses, owners, rental/ownership costs, waiting lists, restrictions and other relevant information.
- A written report including a summary of data collected on the needs of people experiencing homelessness and services available. Summary should include current strengths or assets currently found in Clallam County. The report should also include factors contributing to becoming and remaining homeless, analysis of the subpopulations of people experiencing homelessness and the racial demographics of each subcategory, stakeholder input, research, analysis, findings and recommendations. Specific to these recommendations should be ways to address identified racial inequalities.
- A slide presentation summarizing the data collection process, stakeholder input, research, analysis, findings, and recommendations.
- At least two presentations by key staff of the slide show to the Board of Health and the Homelessness Task Force.
- Final report is due no later than Monday, May 31, 2021. Presentations are TBD but will occur no later than June 15, 2021.

PROPOSAL REQUIREMENTS
All proposals will be screened and selected based on the following information.

Instructions for Completing the Proposal:
Please provide the following information.

1. **General Organization Information:**
   - Firm Name and Contact Information (address, phone, email)
   - Description of principals of the firm/organization
   - Name, telephone, and email address of the contact person regarding this proposal
   - Current documentation regarding firm's liability insurance
2. **Firm/Organization Capabilities:**
   - Description of your capacity to perform the work
   - Relevant experience (years of experience) in gaps and needs analysis
3. **Proposal Narrative (not exceeding 8 pages):**
   - A proposal that outlines the scope of work and a schedule for its accomplishment by the May 30, 2021 due date to include:
     - An analysis of the current state of homelessness in Clallam County
     - And assessment of what is the optimal type of level of services needed to reduce homelessness

- Proposed methods of collecting the information which may include client interviews, focus groups, surveys
- Proposed regional breakouts such as cities or shelter catchment areas

4. **Budget:**
   - Specify the funding request detailing how and when the funding would be used
   - Submit itemized budget, with quantity and description of each requested cost
   - Proposer shall have sufficient financial reserves to complete the proposed analysis
   - Anticipated funds available are not to exceed $65,000
   - Indirect services cannot exceed 10%
5. **Sample Analysis:**
   - One sample gaps analysis submitted by the proposer

MINIMAL TECHNICAL REQUIREMENTS

All responses to this Request for Proposals (RFP) must be complete and meet the following minimum technical requirements to be further reviewed. All proposals shall be on plain white bond paper (8.5 x 11 inches) using 12 font with 1 inch margins. Pages should be numbered, including all attachments. Pages may be double sided. Binder clips may be used to keep pages together. Also, an electronic PDF version of the proposal must be sent to **Jenny Oppelt at** joppelt@co.clallam.wa.us. **The original (1) proposal and three (3) additional copies, including all supporting material**, must be three hole punched, sealed in an envelope or box, and submitted to:

MAILING ADDRESS:

Clallam County Board of Commissioners
Attn: Homeless Gaps and Needs Analysis 2021
223 East 4th Street; Suite #4
Port Angeles, WA 98362

PHYSICAL ADDRESS:

Clallam County Board of Commissioners
Clallam County Courthouse
Attn: Homeless Gaps and Needs Analysis 2021
223 East 4th Street; Room 150
Port Angeles, WA 98362

Please clearly mark the mailing address on the box or envelope. Proposals must be **received BY 3:00 p.m. Monday, January 4, 2021 at the physical address (in accordance with current public health standards, practice social distancing and wear a mask if hand-delivering). Proposals not received by the deadline will not be considered for review. If a proposal is mailed to a location or office that is not designated for receipt of the proposal and, as a result, the designated office does not receive the proposal by the deadline, the proposal will be considered late and ineligible for review.**

REVIEW AND SELECTION CRITERIA

Clallam County Health and Human Services shall make the final determination of the most qualified applicant to negotiate a contract with. Prior to final selection, the reviewers may select a short list and interview (virtually or telephonically) prospective applicants and/or may require submittal of further documentation regarding the applicant's capabilities and qualifications. Dates and times for those interviews are to be determined.

PROPOSAL TERMS AND CONDITIONS AND INSURANCE REQUIRMENTS

A. Authorship

All proposals submitted become the property of Clallam County, and it is understood and agreed that the bidder claims no proprietary rights to the ideas contained therein.

B. Subcontracting

Proposers must include any plans for subcontracting of services or activities of the programs. It is understood that the contractor(s) is held responsible for the satisfactory accomplishment of the service or activities included in such subcontract. Clallam County reserves the right to approve all subcontractors.

C. Rejection of Proposal

No applications (Proposals) submitted under this Request for Proposals (RFP) will be returned for correction or clarification. If the application is incomplete, it will be rejected. **Verbal, alternative, and late proposals will not be considered for selection**. Clallam County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this RFP if it is in the best interest of Clallam County to do so.

D. Cancellation of Award

Clallam County reserves the right to cancel an award immediately if new State Laws or policy determinations make it necessary to substantially change the project purpose or content, or prohibit such a project, or if the funds became unavailable.

E. Price Warranty

The proposer warrants that the rates quoted for services in response to this RFP are not unreasonably greater than the rates for the same services performed by the same individuals under any other existing contracts or grants.

F. Waivers

The right is reserved by Clallam County to waive for the successful proposer specific terms and conditions contained in this Request for Proposals (RFP). It shall be understood that any proposal is predicated upon the acceptance by the proposer of all terms and conditions in the RFP unless the proposer has obtained such a waiver.

G. Nondiscrimination in Programs and Employment

It is the policy of Clallam County to encourage and support equal opportunity in employment.

No person shall, on the grounds of race, color, religion, sex, handicap, sexual orientation, national origin, age, citizenship, political affiliation or belief, be denied employment or benefits, or be discriminated against as a participant, administrator, or staff person under any program or activity receiving funds under Clallam County.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in the admission, access, treatment, or employment in any program or activity.

The proposer agrees to comply with all provisions of the Americans with Disabilities Act and regulations interpreting or enforcing such Act.

The proposer agrees to provide equal opportunity in the administration of the contract, and its subcontracts, purchase orders or other agreements, and in the delivery of services to applicants/participants.

The proposer agrees to make every feasible effort to remove artificial barriers to employment, including, but not limited to, the elimination of sex stereotyping in employment and architectural barriers for the handicapped. Every effort shall be made to employ members of the eligible population in the staffing and administration of the project.

H. Addenda to the Request for Proposals

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all proposers who received the RFP.

I. Limitation

This Request for Proposals does not commit Clallam County to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

J. Signature

The proposal shall be signed by an official authorized to bind the bidder and shall provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the bidder, and who may be contacted during the period of proposal evaluation.

K. Contract Award

Clallam County may award a contract based on proposals received; therefore, each proposal should be submitted in the most favorable terms from a budgetary, technical, and programmatic standpoint. Clallam County reserves the right to request additional data, discussion or presentation in support of written proposals.

L. Insurance Requirements

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

a. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

b. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

c. Claims for damages because of bodily injury or death of any person other than employees.

d. Claims for damages insured by usual personal injury liability coverage.

e. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

1. COVERAGE FORMS

a. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor.

The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

b. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall also be included: Amendment of Contractual Liability for Personal Injury Liability, Per Project Aggregate limits, and Stop Gap Employers Liability.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

   Contractor's General Liability insurance shall be primary with respect to the County, and any third party liability coverage maintained by the County shall be excess and non-contributory with respect to Contractor's insurance.

c. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

   The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on the policy.

d. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession. Contractor shall maintain professional liability coverage for a period of at least thirty-six months following completion of Contractor's work.

   If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

2. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

   a. Workers' Compensation

Statutory Bodily Injury including Death by Accident or Disease

b. Stop Gap Employers' Liability
   $1,000,000 Bodily Injury including Death by Accident - Each Accident
   $1,000,000 Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 Bodily Injury including Death by Disease – Each Employee

c. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 General Aggregate
   $2,000,000 Products and Completed Operations Aggregate
   $1,000,000 Personal Injury
   $1,000,000 Each Occurrence

d. Automobile Liability
   $1,000,000 Bodily Injury including Death and Property Damage - Per Accident

e. Professional Liability
   $ 2,000,000 Per Occurrence
   $ 2,000,000 Annual Aggregate
   or
   $ 1,000,000 Per Occurrence
   $ 3,000,000 Annual Aggregate

3. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any third party liability coverage maintained by the County shall be excess and non-contributory with respect to Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

   Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

   The County may, upon the Contractor's failure to comply with all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

   If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of

the Contractor to obtain the full text of that endorsement and forward that full text to the County with 30 days of the execution of the contract.

3b
1-5-21

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** 12.28.20

REGULAR AGENDA ☒ **Meeting Date:** 1.5.21

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
Clallam County Health and Human Services will be submitting to the BOCC an RFP for Homeless Program Funding that are responsive to the priorities listed in the RFP. Date of release for the RFP is scheduled to be January 6, 2021. The funding period will be July 1, 2021 through June 30, 2023.

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?** ☐
Funding for the selected proposals is in the HHS 2021 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Release the RFP notice for publication.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jenny Oppelt and Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 12-22-20

* 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)

Revised: 3-04-2019

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

3b
1-5-21

REQUEST FOR PROPOSALS/QUALIFICATIONS

The Clallam County Health and Human Services Department is requesting proposals for Affordable Housing and Homeless Housing Assistance Funds. Funding will be available for the period July 1, 2021 through June 30, 2023. The local Homelessness Task Force prioritized and selected the following service areas for 2021-2023 funding to include: (1) Coordinated Entry, (2) Shelters, and (3) Support Services.

Sealed proposals must be clearly marked on the outside of the envelope **"Homelessness Program Funding Proposal 2021"**. Mailing address for proposal is: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362, or hand-delivered (in accordance with current public health standards, practice social distancing and wear a mask if hand-delivering) to 223 East 4th Street, Room 150 (County Commissioner's Office), Port Angeles, Washington. **Proposals MUST be received by 3:00 p.m., Monday, March 1, 2021**, whether by mail or by hand deliver. Submittals made in an incorrect format will not be considered. Proposals will be opened publicly and acknowledged at the Board of Clallam County Commissioners' Meeting on Tuesday, March 2, 2021.

An RFP application and information packet is available on the Clallam County website at www.clallam.net/HHS or a hardcopy may be obtained Monday through Friday, 9:00 a.m. – 4:00 p.m., in the Health and Human Services Department, 111 East 3rd Street (upper floor), Port Angeles, Washington (in accordance with current public health standards, practice social distancing and wear a mask if requesting packet in person). Telephone 360-417-2431 or email joppelt@co.clallam.wa.us for packets.

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 _____, 2020

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Loni Gores, Clerk of the Board

_____
Mark Ozias, Chair

cc: Department

Publish: January 10 and January 17, 2021
Bill: Health and Human Services

Clallam County Affordable Housing & Homeless Housing and Assistance Funds

2021 Request for Proposals

July 1, 2021 – June 30, 2023

DEADLINE: March 1, 2021

CLALLAM COUNTY HOMELESSNESS PROGRAM FUNDING
2021 REQUEST FOR PROPOSALS (RFP)
Affordable Housing & Homeless Housing and Assistance Funds

TABLE OF CONTENTS

Request for Proposal Summary.....3
Request for Proposal Timeline.....5

I. APPLICANT ELLIGABILITY.....6

II. AVAILABLE FUNDING.....6

III. PERIOD OF PERFORMANCE.....6

IV. PURPOSE AND PERMISSIBLE USE OF FUNDING.....7

- Affordable Housing Funds 2060.....7
- Homeless Housing And Assistance Funds 2163.....8

V. ANTICIPATED SCOPE OF WORK.....8

VI. MINIMAL TECHNICAL REQUIREMENTS.....10

VII. GRANT PROPOSALS.....10

VIII. REVIEW AND SELECTION CRITERIA.....13

IX. PROPOSAL TERMS AND CONDITIONS AND INSURANCE REQUIRMENTS.....15

X. ATTACHMENTS.....20

- ATTACHMENT A – Grant Summary Page.....21
- ATTACHMENT B – Narrative Template for Grant Proposal.....22
- ATTACHMENT C – Evaluation Worksheet.....24
- ATTACHMENT D – Project Budget Form.....26

CLALLAM COUNTY HOMELESSNESS PROGRAM FUNDING REQUEST FOR PROPOSAL SUMMARY

Affordable Housing & Homeless Housing and Assistance Funds

Clallam County Health and Human Services Department is requesting proposals for Affordable Housing (2060) and Homeless Housing and Assistance Funds (2163). Funding will be available for the period July 1, 2021 through June 30, 2023. The local Homelessness Task Force, appointed per Resolution 85, 2005 prioritized and selected the following service areas for 2021 – 2023 funding:

1. **Coordinated Entry**
2. **Shelters**
3. **Support Services**

Proposals/applications must have one priority selected. Only one funding priority can be selected for each application. You must submit more than one application if you are proposing multiple projects.

Funding will be available for the period July 1, 2021 through June 30, 2023 as follows:

Affordable Housing (2060):	
July 1, 2021 – June 30, 2022	$85,000
July 1, 2022 – June 30, 2023	$85,000

Homeless Housing and Assistance Funds (2163):	
July 1, 2021 – June 30, 2022	$500,000
July 1, 2022 – June 30, 2023	$500,000

Voluntary Bidder's Questions and Answers will be posted to the Health and Human Services Website

All questions regarding RFP content or process must be received by Clallam County Health and Human Services in writing (joppelt@co.clallam.wa.us) no later than January 18, 2021 at 5:00 P.M. Written responses to questions raised by written inquiry will be posted to www.clallam.net/HHS no later than January 22, 2021 at 5:00 P.M. Responses will only be provided in written format and posted. It is solely the Bidder's responsibility to access posted questions and answers.

PROPOSAL DEADLINE: Monday, March 1, 2021 @ 3:00 P.M. (See Section VI)

PROPOSALS MUST BE RECEIVED IN THE CLALLAM COUNTY BOARD OF COMMISSIONERS' OFFICE NO LATER THAN 3:00 P.M. ON MONDAY, MARCH 1, 2021, WHETHER HAND DELIVERED *(in accordance with public health standards, practice social distancing and wear a mask if hand-delivering)* OR BY U.S. MAIL. NO LATE PROPOSALS WILL BE ACCEPTED.

1. **IN A SEPARATE ENVELOPE**
2. **THREE RING HOLE PUNCHED**
3. **ONE (1) ORIGINAL**
   AND
4. **EIGHT (8) COPIES**
5. **THE OUTSIDE OF THE ENVELOPE SHALL BE MARKED "Homelessness Program Funding Proposal 2021"**
6. **AN ELECTRONIC PDF VERSION OF THE PROPOSAL MUST BE SENT TO JENNY OPPELT AT joppelt@co.clallam.wa.us**

A Mandatory Virtual Interview with the RFP Review Committee will be held the week of March 22nd – 26th time TBD. Bidders will be contacted to schedule a virtual interview.

BACKGROUND

In 2005, House Bill 2163: Homelessness Housing and Assistance Act and in 2002, House bill 2060: Affordable Housing were signed into Washington State law. These laws impose surcharges on recording fees for recording of real property documents and dedicate these funds to housing programs for extremely low-income and very low-income persons. In 2005 the Clallam County Board of Commissioners approved an ordinance authorizing these fees to be taken by the county auditor and created the Clallam County Homelessness Task Force.

SCOPE OF WORK

Proposals for Homelessness Program Funding must address one of the three priority areas.

1. **Coordinated Entry**
2. **Shelters**
3. **Support Services**

This Request for Proposal is available on the Internet at http://www.clallam.net/HHS or by contacting Jenny Oppelt at Clallam County Health & Human Services; Phone: 360.417.2431; Email: joppelt@co.clallam.wa.us. The Clallam County Health & Human Services Department reserves the right to make unilateral modifications to this RFP to address changes on the state and/or local level.

REQUEST FOR PROPOSAL (RFP) TIMELINE

Clallam County Homelessness Program Funding

Date	Activity
December 1, 2020	Homelessness Task Force Meeting – Priorities Confirmed
December 28, 2020	RFP presented to BOCC at work session meeting
January 5, 2021	RFP approved by BOCC at regular agenda meeting
January 6, 2021	RFP released
January 18, 2021	Voluntary Bidders Conference questions due to joppelt@co.clallam.wa.us by 5:00 P.M.
January 22 , 2021	Voluntary Bidders Conference answers posted to HHS website (http://www.clallam.net/HHS/) by 5:00 P.M.
March 1, 2021	Proposals due to Board of Commissioners by 3:00 p.m.
March 2, 2021	Proposals opened and accepted at BOCC meeting
March 22 – 26, 2021	MANDATORY virtual interviews with RFP Review Committee. Rating sheets completed/finalized. Preliminary recommendations made
April 6, 2021	Homelessness Task Force Meeting Recommended Proposals on Agenda for Approval
April 19, 2021	Work Session with BOCC for funding recommendations
April 19 – May 31	Contracts to County Prosecutor for approval if required
June 7, 2021	Contracts to Providers and returned to HHS with signatures
June 22, 2021	BOCC regular meeting for contract final approval
July 1, 2021	Contract period begins

Note – All dates are subject to change – Updated December, 2020

I. APPLICANT ELLIGABILITY

This RFP is seeking interested providers, both public and private, with applicable experience and infrastructure to provide Homelessness Services within Clallam County.

Definition of "Homeless" for Affordable Housing and Homeless Housing and Assistance Funds:

The legislation defines a homeless person as: "…an individual living outside or in a building not meant for human habitation or which they have no legal right to occupy, in an emergency shelter, or in a temporary housing program which may include a transitional and supportive housing program if habitation time limits exist. This definition includes people who has a substance disorder, has a mental health disorder, and sex offenders who are homeless."

Who is Eligible for Services under these Funds?

Persons meeting the definition of homeless under the legislation (see above) and persons at-risk of homelessness such as:

- Persons being evicted within a week from a private dwelling unit or leaving an institution, such as a mental health or substance use treatment facility or a jail/prison with no subsequent residence identified and lacking the resources needed to obtain housing;
- Persons fleeing domestic or family violence with no subsequent safe residence identified and lacking the resources needed to obtain such housing;
- Persons living on the streets or in emergency shelter but are spending a short time (up to 30 consecutive days) in a hospital or other institution;
- Persons who would otherwise be living on the streets or in an emergency shelter.

II. AVAILABLE FUNDING

Funding will be available for the funding cycle of July 1, 2021 through June 30, 2023 as follows:

Affordable Housing (2060):	
July 1, 2021 – June 30, 2022	$85,000
July 1, 2022 – June 30, 2023	$85,000

Homeless Housing and Assistance Funds (2163):	
July 1, 2021 – June 30, 2022	$500,000
July 1, 2022 – June 30, 2023	$500,000

Funding must be requested and used within each funding period. There is no carry over of unused funds into the next funding period or cycle. Each proposal requires a budget completed for EACH funding period. For example, if you have a proposal for the entire 2 years, you must submit 2 budgets (one for each period as outlined above).

III. PERIOD OF PERFORMANCE

Funding under this grant program is allocated for a 24 month fund cycle. The period of performance for services solicited under this RFP begins July 1, 2021 and ends June 30, 2023. Carryover of unspent funds into the next program year is not permissible. Similarly, unspent

funds in one funding cycle will not carryover to future fund cycles. In addition, initial funding is not an assurance or guarantee of ongoing operational funding after the contract period. Proposers are cautioned not to assume a commitment to future funding based on the receipt of funds in prior years.

IV. PURPOSE AND PERMISSIBLE USE OF FUNDING

In 2005, House Bill 2163: Homelessness Housing and Assistance Act and in 2002, House bill 2060: Affordable Housing were signed into Washington State law. These laws impose surcharges on recording fees for recording of real property documents and dedicate these funds to housing programs for extremely low-income and very low-income persons. In 2005 the Clallam County Board of Commissioners approved an ordinance authorizing these fees to be taken by the county auditor and created the Clallam County Homelessness Task Force.

AFFORDABLE HOUSING FUNDS (2060)

In 2002, the State Legislature enacted SHB 2060 [RCW 36.22.178], an Act relating to funds for operating and maintenance of low-income housing projects and for innovative housing demonstration projects. The Clallam County Commissioners have named this fund the Clallam County Affordable Housing Fund. The County Commissioners will make all final funding decisions.

Permissible Uses of Funding

Funding must be distributed for programs and services as written in the local homeless housing plan http://www.clallam.net/HHS/HTF/index.html or as outlined in SHB 2060 (RCW 36.22.178) which are:

Eligible activities:

a. Acquisition, construction, or rehabilitation of housing projects or units within housing projects that are affordable to very-low income persons with incomes at or below fifty percent of the area median income;
b. Supporting building operating and maintenance costs of housing projects or units within housing projects eligible to receive Washington State Housing Trust Funds, that are affordable to very low-income persons with incomes at or below fifty percent of the area median income, and that require a supplement to rent income to cover ongoing operating expenses;
c. Rental assistance vouchers for housing projects or units within housing projects that are affordable to very low-income persons with incomes at or below fifty percent of the median income, to be administered by a local public housing authority or other local organization that has an existing rental assistance voucher program, consistent with or similar to the United States Department of Housing and Urban Development's Section 8 rental assistance voucher program standards;
d. Operating costs for emergency shelters and licensed overnight youth shelters;

Funds generated by SHB 2060 (RCW 36.22.178) may not be used for salaries and benefits. Additionally, these funds cannot be used for construction of new housing if at any time the vacancy rate for available low-income housing within the county rises above 10%.

HOMELESS HOUSING AND ASSISTANCE FUNDS (2163)

In 2005, the State Legislature enacted ESSHB 2163, an Act relating to funds for addressing local homelessness by providing housing, supportive services and homeless prevention. In subsequent years, including 2018, other bills added additional funding. See RCW 36.22.179 and RCW 36.22.1791. The Clallam County Commissioners have named this fund the Homeless Task Force Fund. The County Commissioners will make all final funding decisions.

Permissible Uses of Funding

Local governments are given wide latitude covering the use of funds for any activity that can be tied to reducing and/or preventing homelessness, if it is explicitly included in the most recent local homeless plan http://www.clallam.net/HHS/HTF/index.html and as outlined in ESSHB 2163 and ESSHB 1570 (RCW 36.22.179 and RCW 36.22.1791):

Eligible activities:

a. Rental and furnishing of dwelling units for the use of homeless persons.
b. Costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness.
c. Operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals.
d. Services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness.
e. Temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless.
f. Outreach services for homeless individuals and families.
g. Development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
h. Rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless.
i. Oher activities to reduce and prevent homelessness as identified for funding in the local plan.

V. ANTICIPATED SCOPE OF WORK

The permissible uses of funding are listed above. However, as funding requests are almost always significantly above the available funding, the Homelessness Task Force has set the following PRIORITIES in funding for July 1, 2021 – June 30, 2023:

COORDINATED ENTRY

Coordinated Entry is a process by which homeless assistance is allocated as effectively as possible and is easily accessible to all homeless persons. Coordinated Entry is required to have staffed office locations in Port Angeles, Forks, and Sequim. Coordinated Entry is a requirement of the U.S. Department of Housing and Urban Development (HUD) for all Continuum of Care (CoC) and Emergency Solutions Grant (ESG) Program recipient agencies. In the CoC Program

Interim Rule, HUD defines coordinated entry, which is also referred to by HUD as a centralized or coordinated assessment system:

> "A centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area [encompassed by the CoC], is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool."
> For additional information on coordinated entry, including the qualities of effective coordinated entry systems, applicants may review HUD's guidance on the HUD Exchange website (available at https://www.hudexchange.info/news/huds-definition-of-homelessness-resources-and-guidance/).

SHELTERS

Literally, roofs over the heads of individuals. Specifically, **low barrier housing** where a minimum number of expectations are placed on people who wish to live there. The aim is to have as few barriers as possible to allow more people access to services. Low-barrier facilities that follow a harm reduction philosophy and include people with more complex needs and multiple challenges when it comes to housing, such as mental health and substance use disorders, other conditions or disabilities, justice-system histories, etc. May also include but not be limited to shelters addressing the needs of families, women, veterans, and domestic violence.
Permanent supportive housing is also included under the shelters priority, where indefinite leasing or rental assistance is paired with supportive services to assist homeless persons with a disability or families with an adult or child member with a disability achieve housing stability.

SUPPORT SERVICES

Services in addition to housing which support or assist individuals and families to obtain and maintain housing. These services vary and can include but are not limited to: Life skills training (like income management, job training, and medication management), medical/ dental care, mental health treatment programs, substance use treatment programs, and **case management**.

Program Evaluation

Funded organizations must participate in a program evaluation for Homeless Program Funds. Grantees must have performance measures developed for each proposal. The emphasis should be on capturing data at regular intervals that can be used to determine whether Homeless Funded programs met expectations of the proposed project. Evaluation efforts must include standardized data collection and reporting processes that show outcomes of services provided.

See below for following types of information:

- Quantity of services (outputs) ***required***
- Level of change occurring among participants (outcomes) ***required***
- Return-on-investment or cost-benefit (system savings) ***required***
- Various demographics **"highly recommended"**
- Adherence to the model (fidelity) ***required if applicable***
- Common measures (to be identified by Clallam County HHS and the Homelessness Task Force. Common measures will be identified in the provider contract.

VI. MINIMAL TECHNICAL REQUIREMENTS

All responses to this Request for Proposals (RFP) must be complete and meet the following minimum technical requirements to be further reviewed. All proposals shall be on plain white bond paper (8.5 x 11 inches) using 12 font with 1 inch margins and stapled once in the upper left corner. Pages should be numbered, including all attachments. Pages may be double sided. Binder clips may be used to keep pages together. Also, an electronic PDF version of the proposal must be sent to Jenny Oppelt at joppelt@co.clallam.wa.us. **The original (1) proposal and eight (8) additional copies, including all supporting material**, must be three hole punched, sealed in an envelope or box, and submitted to:

MAILING ADDRESS:

Clallam County Board of Commissioners
Attn: Homelessness Program Funding Proposal 2021
223 East 4th Street; Suite #4
Port Angeles, WA 98362

PHYSICAL ADDRESS:

Clallam County Board of Commissioners
Clallam County Courthouse
Attn: Homelessness Program Funding Proposal 2021
223 East 4th Street; Room 150
Port Angeles, WA 98362

Please clearly mark the mailing address on the box or envelope. Proposals must be **received BY 3:00 p.m. Monday, March 1, 2021 at the physical address (in accordance with current public health standards, practice social distancing and wear a mask if hand-delivering). Proposals not received by the deadline will not be considered for review. If a proposal is mailed to a location or office that is not designated for receipt of the proposal and, as a result, the designated office does not receive the proposal by the deadline, the proposal will be considered late and ineligible for review.**

VII. GRANT PROPOSAL

All grant proposals will be screened and rated based on the following Narrative information.

Instructions for Completing the Grant Proposal Project Narrative:
Using Attachment B: Narrative Template for Grant Proposals, please provide the following information. The Narrative is limited up to 5 pages (excluding attachments).

Narrative Information

1. **Organizational Capacity** **20 Points**

   A. Organizational Governance
   Provide a description of your internal governance and leadership structure. Provide a description of your basic managerial and fiscal structure including program

management, accounting and internal controls. Summarize the results of your Agency's (or your unit of financial independence) most recent audit and/or administrative inspection. Include description of any disallowed costs, questioned costs and administrative findings. Explain your plan or response to any findings.

B. History of Project Management
Provide evidence and examples of similar projects implemented and managed which demonstrates the ability of the organization to successfully implement and manage publicly funded projects in a timely manner, within budget, and consistent with funding requirements.

C. Staffing Capacity
Provide a complete list of staff positions for the project, including the Project Director and other key personnel, showing the role of each and their level of effort and qualifications. Discuss how key staffs have demonstrated experience with and understand the service needs of the mentally ill or substance abusing population.

2. Community Needs and Benefit — 35 Points

A. Needs Assessment and Target Population
What do you identify as the community need? How do you quantify and measure the need? The statement of need should include a clearly established baseline for the project with data and identified point in time when the data was collected (if data is available). What is the target population you intend to serve, and what is that populations' unmet need or gap in services you propose to address? How many people in Clallam County are in need of the service you propose, and what method did you use to estimate that number? How many individuals within this target population will you serve during the grant period?

B. Outreach
Describe your outreach plan for your target population and how it ensures that eligible persons learn about and have access to your program.

C. Link between Community Need and Gaps in Service
Describe how the identified need is consistent with meeting Community Need and Gaps in Service in Clallam County based on the funding priorities set by the Homelessness Task Force Priority Setting Committee.

3. Project Description — 35 Points

A. Project Design
Describe your project. Include what services you will provide, when you will provide them and where services will be delivered. Provide a timeline for implementation.

B. Evaluation

Describe your plan for program evaluation, including data collection, management and analysis. Use the Evaluation Worksheet (**Attachment C**) to describe: 1) Goals; 2) Activities and; 3) Objectives. Objectives must be measurable and include both outputs and outcomes. One output should be the number of individuals served. Outcomes are benefits or changes for program participants and may relate to behavior, skills, knowledge, attitude, values, conditions, or other attributes.

C. Evidence-Based, Promising, Best, or Innovative Practices

What evidence-based, promising, best or innovative practice(s) will you use to serve your target population? Please describe the practice(s) briefly and provide one or more resource that details support for the practice.

Promising, best, and innovative practices will be considered for funding, but must include a robust evaluation process. Preference will be given to evidence-based programs that demonstrate fidelity based on project data for fidelity measures.

D. Community Collaboration, Integration and Collective Impact

Describe any other organizations that will participate in this project and their roles and responsibilities. Describe how this project will be integrated with other programs in the community that are working to achieve the identified goals and outcomes and establish mutually beneficial programming. What kind of impact will the project have?

4. Project Financial Feasibility **10 Points**

A. Budget Narrative

Provide a narrative justification of the items included in your proposed budget (**Attachment D**) and a description of existing resources and other support you expect to receive for the proposed project. Provide clear evidence that the project scope will not supplant current project funding, and confirm that other funding sources are exhausted prior to the utilization of these funds.

B. Additional Resources and Sustainability

Describe how the project leverages other federal, state, local or private financial and/or in-kind resources. Funding under this grant program is allocated for a 12-month period. Initial funding is not an assurance or guarantee of ongoing operational funding. Describe the organization's plan to sustain basic levels of service after the conclusion of the grant period. What efforts will be made to secure other funding to support services?

Copy of your most recent financial audit. Include any responses to any findings, etc.

Grant Proposal Checklist

ONE (1) ORIGINAL PROPOSAL AND EIGHT (8) COMPLETE COPIES ARE REQUIRED (all three ring hole punched).

Grant Proposals must include the following required components in the following order:

- ☐ **Attachment A – Grant Summary Page**
  Directions – Complete Attachment A. Limited up to one page.

- ☐ **Attachment B – Narrative Template for Grant Proposals**
  Directions – Using Attachment B: Narrative Template for Grant Proposal, provide responses to all Narrative questions including Organizational Capacity, Community Needs and Benefit, Project Description and Project Financial Feasibility. Limited up to 5 pages. Attach copy of your most recent financial audit. Include any responses to any findings, etc.

- ☐ **Attachment C – Evaluation Worksheet**
  Directions – Using Attachment C, submit detailed information in response to Narrative sections: Community Needs and Benefit and Project Description.

- ☐ **Attachment D – Project Budget Form**
  Directions – Project budget must include all expenses, in detail, for the proposed budget. All funds being requested need to be identified and any match or in-kind going towards the project. Staffing should include salaries and benefits separately and include titles of all staff (if applicable). Budget items should be numerically prioritized with 1 being the most essential. A maximum 10% Administration fee is allowed for projects if needed, however, Administration is not allowed on Capital Projects (Affordable Housing 2060).

  Funding period begins July 1, 2021 and ends June 30, 2023. There are two (2) distinct funding cycles (July 1, 2021 - June 30, 2022 & July 1, 2022 – June 30, 2023). Budget form (Attachment D) must be completed for each period.

No other attachments are to be submitted and will not be reviewed.

VIII. REVIEW AND SELECTION CRITERIA

The Clallam County Homelessness Task Force will convene a review committee and evaluate eligible proposals and make recommendations to the Clallam County Board of Commissioners. Only individuals who do not have a conflict of interest will participate on the review committee.

Grant Proposals will be evaluated as per section VII. GRANT PROPOSAL of this RFP packet. The review committee will convene to develop written questions they have regarding each proposal. Proposers will be notified of the date and time to appear before the committee for a question and answer session. Proposers will give a 5-10 minute summary of their proposed project and then have time to address the questions from the committee. The sessions are used to further the evaluation process and clarify questions raised by the written proposals. Be prepared to respond to questions about the proposal related to project design, community collaboration

and the budget. Please bring the persons within the organization that can provide a response to such questions.

All applicants will be notified in writing of the acceptance or rejection of their proposals. If a proposal is not selected for funding, the organization may resubmit a proposal at the next grant cycle for 2023.

1. **Important factors include:**

   a. The degree the proposal addresses gaps in services.
   b. Effectiveness of proposed services demonstrated by strategies to obtain realistic projected measurable outcomes.
   c. Proposal cost versus services provided.
   d. Efficacy of program design and the degree to which the agency demonstrates an understanding of the program/project requested by the RFP.
   e. Compliance of proposal with the requirements contained within the RFP.
   f. Evidence of successful collaboration with other organizations in the community that provide similar or complementary services that will assist in making the project a success.
   g. Applicants that have received prior Affordable Housing and/or Homeless Housing and Assistance Funds must be current on all reporting forms in order to be eligible to receive 2021-2023 funds.
   h. Funding in previous years is no assurance of success in this funding cycle.
   i. Data involving services delivered to individuals must be submitted to the Homeless Management Information System (HMIS). If the bidder is not using the HMIS, a mechanism must be devised to ensure that data is collected for input into the system.
   j. The program must provide services only within Clallam County boundaries

In evaluating each proposal, the County reserves the right to consider past County contract performance if the provider has had a contract for services in the past.

2. **Unacceptable Proposals**

   Some examples of what would constitute an unacceptable proposal are those which meet at least one of the following criteria:

   a. Does not address the essential requirements as part of the *Project Narrative Questions* in the RFP.
   b. Does not address the essential requirements of the particular project.
   c. Demonstrates that the applicant does not understand the requirements of the RFP or the project.
   d. Deficient in approach.
   e. Contains inappropriate or unreasonable costs.
   f. Does not meet the deadline for submittal.
   g. Does not meet the prescribed number of copies for submittal.

IX. PROPOSAL TERMS AND CONDITIONS AND INSURANCE REQUIRMENTS

A. Authorship

All proposals submitted become the property of Clallam County, and it is understood and agreed that the bidder claims no proprietary rights to the ideas contained therein.

B. Subcontracting

Proposers must include any plans for subcontracting of services or activities of the programs. It is understood that the contractor(s) is held responsible for the satisfactory accomplishment of the service or activities included in such subcontract. Clallam County reserves the right to approve all subcontractors.

C. Rejection of Proposal

No applications (Proposals) submitted under this Request for Proposals (RFP) will be returned for correction or clarification. If the application is incomplete, it will be rejected. Verbal, alternative, and late proposals will not be considered for selection. Clallam County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel in part, or in its entirety, this RFP if it is in the best interest of Clallam County to do so.

D. Appeal Process

Any agency may appeal the selection of proposals by filing a complaint, in writing, to the Clallam County Behavioral Health Committee. The Committee will meet to review all complaints and render a decision of how to proceed. If a decision is rendered that is not agreeable to the agency, they may file a complaint with the Clallam County Board of Commissioners.

E. Cancellation of Award

Clallam County reserves the right to cancel an award immediately if new State Laws or policy determinations make it necessary to substantially change the project purpose or content, or prohibit such a project, or if the funds became unavailable.

F. Price Warranty

The proposer warrants that the rates quoted for services in response to this RFP are not unreasonably greater than the rates for the same services performed by the same individuals under any other existing contracts or grants.

G. Waivers

The right is reserved by Clallam County to waive specific terms and conditions contained in this Request for Proposals (RFP). It shall be understood that any proposal is predicated upon the acceptance of all terms and conditions in the RFP unless the proposer has obtained such a waiver.

H. Nondiscrimination in Programs and Employment

It is the policy of Clallam County to encourage and support equal opportunity in employment.

No person shall, on the grounds of race, color, religion, sex, handicap, sexual orientation, national origin, age, citizenship, political affiliation or belief, be denied employment or benefits, or be discriminated against as a participant, administrator, or staff person under any program or activity receiving funds under Clallam County.

In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in the admission, access, treatment, or employment in any program or activity.

The proposer agrees to comply with all provisions of the Americans with Disabilities Act and regulations interpreting or enforcing such Act.

The proposer agrees to provide equal opportunity in the administration of the contract, and its subcontracts, purchase orders or other agreements, and in the delivery of services to applicants/participants.

The proposer agrees to make every feasible effort to remove artificial barriers to employment, including, but not limited to, the elimination of sex stereotyping in employment and architectural barriers for the handicapped. Every effort shall be made to employ members of the eligible population in the staffing and administration of the project.

I. Addenda to the Request for Proposals

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all proposers who received the RFP.

J. Limitation

This Request for Proposals does not commit Clallam County to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

K. Signature

The proposal shall be signed by an official authorized to bind the bidder and shall provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the bidder, and who may be contacted during the period of proposal evaluation.

L. Contract Award

Clallam County may award a contract based on proposals received; therefore, each proposal should be submitted in the most favorable terms from a budgetary,

technical, and programmatic standpoint. Clallam County reserves the right to request additional data, discussion or presentation in support of written proposals.

M. Insurance Requirements

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

a. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

b. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

c. Claims for damages because of bodily injury or death of any person other than employees.

d. Claims for damages insured by usual personal injury liability coverage.

e. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

1. COVERAGE FORMS

a. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this

Agreement, this provision was mutually negotiated between the parties to this Agreement.

b. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall also be included: Amendment of Contractual Liability for Personal Injury Liability, Per Project Aggregate limits, and Stop Gap Employers Liability.

The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds with respect to work performed by or for Contractor on behalf of the County.

Contractor's General Liability insurance shall be primary with respect to the County, and any third party liability coverage maintained by the County shall be excess and non-contributory with respect to Contractor's insurance.

c. If automobiles are used in the rendering of services, auto liability insurance shall be written on an insurance industry standard Business Auto Liability policy form or equivalent. Covered autos shall be designated as "Symbol 1" - Any Auto.

The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on the policy.

d. Errors and Omissions liability insurance, providing coverage for claims for professional acts, errors or omissions arising out of services performed by Contractor, shall be written on a Professional Liability policy form appropriate to the Contractor's profession. Contractor shall maintain professional liability coverage for a period of at least thirty-six months following completion of Contractor's work.

If such policy is written on a claims made form, the retroactive date shall be prior to or coincidental with the date of this Agreement. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date.

2. Contractor's liability insurance, as required by subparagraphs above shall be written for not less than the following limits of liability:

a. Workers' Compensation
Statutory Bodily Injury including Death by Accident or Disease

b. Stop Gap Employers' Liability
   $1,000,000 Bodily Injury including Death by Accident - Each Accident
   $1,000,000 Bodily Injury including Death by Disease - Policy Limit
   $1,000,000 Bodily Injury including Death by Disease – Each Employee

c. General Liability - Bodily Injury, Personal Injury & Property Damage
   $2,000,000 General Aggregate
   $2,000,000 Products and Completed Operations Aggregate
   $1,000,000 Personal Injury
   $1,000,000 Each Occurrence

d. Automobile Liability
   $1,000,000 Bodily Injury including Death and Property Damage - Per Accident

e. Professional Liability
   $ 2,000,000 Per Occurrence
   $ 2,000,000 Annual Aggregate
   or
   $ 1,000,000 Per Occurrence
   $ 3,000,000 Annual Aggregate

3. Certificates of Insurance evidencing the above coverages that identify the County as an additional insured must be filed with the County prior to commencement of the work. Such certificates shall state that the County, its officers, elected and appointed officials, employees, agents and volunteers have been named as additional insureds on all the liability policy forms, and that the general liability policy provides primary coverage as respects the County and any third party liability coverage maintained by the County shall be excess and non-contributory with respect to Contractor's insurance. In addition, such certificates shall provide the County with 30 days prior written notice in case of cancellation or non-renewal, except 10 days for non-payment of premium.

   Acceptance by the County of deficient evidence of insurance does not constitute a waiver of contract requirements as provided by the conditions of this contract Agreement.

   The County may, upon the Contractor's failure to comply with all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

   If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County with 30 days of the execution of the contract.

X. ATTACHMENTS

(Attachments available in Word Document format)

ATTACHMENT A – Grant Summary Page
ATTACHMENT B – Narrative Template for Grant Proposals
ATTACHMENT C – Evaluation Worksheet
ATTACHMENT D – Project Budget Form

2021 – 2023 GRANT SUMMARY PAGE
HOMELESSNESS PROGRAM FUNDING RFP
CLALLAM COUNTY

Organization Name: _____

Proposal Title: _____

Application for:
☐ Affordable Housing funding (2060)
OR
☐ Homeless Housing and Assistance funding (2163)

Please Check One Funding Priority:
☐ Coordinated Entry
☐ Shelter
☐ Support Services

Proposal Summary:

Requested Funds Amount: $_____

Matching/In-kind Funds Amount: $_____

Street Address:

City: State: Zip:

Primary Contact: Phone: E-Mail:

This agency is: (please select one of the following)
☐ Non-profit organization defined by Section 501(c)(3) of the Internal Revenue Code
☐ For-profit entity
☐ Public housing authority
☐ Government entity

Federal Tax ID Number: _____

_____

Signature Print Name Title Date

2021 NARRATIVE TEMPLATE FOR GRANT PROPOSALS
HOMELESSNESS PROGRAM FUNDING PROPOSAL
CLALLAM COUNTY
Limited to five (5) pages (not including attachments A, C, and D)

1. PROJECT DESCRIPTION

Name of Project:

Amount requested:

July 1, 2021 – June 30, 2022	$
July 1, 2022 – June 30, 2023	$
TOTAL	$

Provide a brief description of the project:
July 1, 2021 – June 30, 2022
July 1, 2022 – June 30, 2023

A. Describe which goal(s) and priorities of the local homeless plan, legislative activities, and/or Homeless Task Force priorities your project addresses:

B. Specify the projects program outcomes and performance measures to be obtained from this project:

C. Discuss how the goals of this project will reduce or eliminate homelessness in Clallam County:

D. For Affordable Housing funds (2060), verify that units provided by your project will be affordable for households with incomes at or below fifty percent of the area median income:

2. IMPACT OF FUNDS

A. Describe how project outcomes will be measured:

B. Are you using any matching funds? If yes, what is the source?

C. Discuss if appropriate how this project will be sustained after these funds are exhausted:

D. Describe the impact of receiving only a portion of the requested funds:

E. If you did not receive full funding, what percentage of requested funds would be required in order to fulfill your project, and what would be the source of remaining funds:

F. If you received funding in 2019-2021 from either 2060 or 2163 funds for this same project, briefly describe the outcomes obtained by the use of those funds:

3. AGENCY CAPABILITY

A. Give a brief history and current structure of your organization:

B. Describe your agency's ability (infrastructure, staff, etc.) to carry out this project and any past experience of providing the services in your proposal:

C. If this is a collaborative project, identify the other partners involved, their role, and your role. If you are partnering with another agency/agencies, *attach their letter of commitment.*

D. Describe how client satisfaction will be measured:

E. If your project includes salaries and benefits, please list position(s) and FTE to be paid by these funds:

4. FINANCIAL

Applicants must submit one copy of their most recent audit report, including any "Management Letter" and/or all other correspondence referred to in the audit report, along with the applicant's response to the audit and corrective action plan, if any. If applicant has not been audited within the last two (2) years, a certified "Current Financial Statement" must be submitted in lieu of an audit report.

5. BUDGET

Please include a budget narrative that is descriptive or helpful to explain your proposed expenditures in Attachment D.

2021 EVALUATION WORKSHEET
HOMELESSNESS PROGRAM FUNDING PROPOSAL
CLALLAM COUNTY

INSTRUCTIONS:
Evaluation is the collection of information about a program in a systematic and defined manner to demonstrate success, identify areas for improvement and lessons learned. Every program has at least one end goal and might have several – one or more activities are required to make progress toward meeting the goal. Progress is measured with one or more objectives that might cover an output (number of something) or outcome (change over time) due to the program.

DEFINITIONS:

Goal:	A broad statement or a desired, longer-term, outcome of a program. A program can have one or multiple goals. Each goal has a one or more related specific objectives that, if met, will collectively achieve the stated goal.
Activity:	Actions taken or work performed to produce specific outputs and outcomes.
Objective:	A statement of a desired program result that meets the criteria of being SMART (specific, measurable, achievable, realistic, and time-bound).
Output:	Results of program activities; the direct products or deliverables of program activities; such as number of: sessions completed, people served, materials distributed.
Outcome:	Effect of a program (change) - can be in: participant satisfaction; knowledge, attitude, skill; practice or behavior; overall problem; or a measure of return-on-investment or cost-benefit. Identify any measures that are "fidelity" measures for an evidence based practice.
Reporting:	How and from where will data be collected? How will you measure your desired/stated output/outcome to show success and/or progress?

PROJECT NAME: Click here to enter text.

A. GOAL	B. ACTIVITY	C. SMART OBJECTIVE	D. TYPE OF MEASURE Output/Outcome	E. SOURCE/REPORTING How will you measure your stated output/outcome to indicated success and/or progress? (Every 6 months)
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Homeless Housing and Assistance Funds (2163)
July 1, 2021 – June 30, 2022

PROJECT BUDGET FORM
Attachment D

Agency Name: _____

Project Name: _____

Enter the Associated Cost of your Project

Personnel/Benefits	Proposed Cost	FTE	Requested Funds	Matching Funds	Comments
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Indirect (max. 10%)					
Total Benefits					
SUBTOTAL	$ -	0.00	$ -	$ -	

Supplies and Equipment	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	

Program/Other	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	
Operations & Maintenance	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	
OTHER EXPENSES	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	
TOTAL	$ -	0.00	$ -	$ -	

Homeless Housing and Assistance Funds (2163)
July 1, 2022 – June 30, 2023

PROJECT BUDGET FORM
Attachment D

Agency Name: _____

Project Name: _____

Enter the Associated Cost of your Project

Personnel/Benefits	Proposed Cost	FTE	Requested Funds	Matching Funds	Comments
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Title of Staff					
Indirect (max. 10%)					
Total Benefits					
SUBTOTAL	$ -	0.00	$ -	$ -	
Supplies and Equipment	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	

Program/Other	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	
Operations & Maintenance	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	
OTHER EXPENSES	Proposed Cost		Requested Funds	Matching Funds	Comments
Describe					
Describe					
Describe					
Describe					
Describe					
SUBTOTAL	$ -		$ -	$ -	
TOTAL	$ -	0.00	$ -	$ -	

Affordable Housing (2060) (Capital Projects)
July 1, 2021 – June 30, 2022

PROJECT BUDGET FORM
Attachment D

Agency Name: _____

Project Name: _____

Enter the Associated Cost of your Project

Acquisition	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	$ -	$ -	$ -	
Construction	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	$ -	$ -	$ -	
Renovation	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				

Describe				
Describe				
Describe				
Describe				
SUBTOTAL	$ -	$ -	$ -	
Design/Architecture	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	$ -	$ -	$ -	
Development Costs	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	$ -	$ -	$ -	
TOTAL	$ -	$ -	$ -	

Affordable Housing (2060) (Capital Projects)
July 1, 2022 – June 30, 2023

PROJECT BUDGET FORM
Attachment D

Agency Name: _____

Project Name: _____

Enter the Associated Cost of your Project

Acquisition	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	$ -	$ -	$ -	
Construction	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	$ -	$ -	$ -	

Renovation	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	$ -	$ -	$ -	
Design/Architecture	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	$ -	$ -	$ -	
Development Costs	Proposed Cost	Requested Funds	Matching Funds	Comments
Describe				
Describe				
Describe				
Describe				
Describe				
SUBTOTAL	$ -	$ -	$ -	
TOTAL	$ -	$ -	$ -	

4a
1-5-21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12/14/20**

REGULAR AGENDA ☒ **Meeting Date: 1/5/21**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
Individual Commissioners serve on, or act as a liaison to, various state and local advisory boards and commissions and wish to confirm these appointments by resolution.
Discussion and Resolution designating Commissioner involvement on advisory boards for 2021.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Discussion and Resolution designating Commissioner involvement on advisory boards for 2021.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: December 3, 2020

4a
1-5-21

RESOLUTION _____, 2021
DESIGNATING COMMISSIONER INVOLVEMENT ON ADVISORY BOARDS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Individual Commissioners serve on, or act as a liaison to, various state and local advisory boards and commissions and wish to confirm these appointments by resolution.
2. A work session was held December 14, 2020 and the Commissioners stated their preferences.

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

1. All three Commissioners will serve on the Board of Health, the Clallam County Finance Committee, the Olympic Area Agency on Aging (CRJ lead), as members of the Washington State Association of Counties (WSAC), and individually as follows:

MARK OZIAS

Behavioral Health Advisory Board
Canvassing Board
Clallam Transit System
Law Library Board of Trustees
Lodging Tax Advisory Committee - Alternate
Marine Resources Committee
North Olympic Development Council
Olympic Area Agency on Aging (Alternate)
Olympic Coast National Marine Sanctuary Advisory Council
Olympic Community Action Programs (OlyCAP)
Olympic Consortium Board (Alternate)
Salish Behavioral Health Associated Services Organization
Sequim Chamber of Commerce Ex-Officio Member
Solid Waste Advisory Committee
Tribal Liaison – Jamestown S'Klallam

RANDY JOHNSON

Clallam County Disability Board
Clallam Transit System (Alternate)
Heritage Advisory Board
Homelessness Task Force
Law and Justice Council
Lodging Tax Advisory Committee
Noxious Weed Control Board
Olympic Area on Aging
Olympic Consortium Board
Olympic Region Clean Air Agency – Alternate
PA Forward
Port Angeles Chamber of Commerce
Salish Behavioral Health Associated Services Organization (Alternate)
Veterans' Affairs Liaison
Washington State Association of Counties Steering Committee for study of economic impact
Washington Timber Counties Caucus
William Shore Memorial Pool District

BILL PEACH

Canvassing Board (Alternate)
Clallam Bay/Sekiu Chamber of Commerce Liaison
Clallam Bay/Sekiu Community Action Team
Clallam Bay/Sekiu Sewer Advisory Committee
Clallam Transit System
Crescent Community Advisory Council
Developmental Disability Advisory Committee
Forks Chamber of Commerce Liaison
Neah Bay Chamber of Commerce Liaison
Olympic Area on Aging (Alternate)
Peninsula Regional Transportation Planning Organization
Timber Resource Advisory Committee (USFS)
Trails Advisory Committee
Tribal Liaison – Lower Elwha/Quileute/Makah
Veterans' Affairs Liaison (Alternate)
Washington State Association of Counties Board of Natural Resources Legislative Steering Committee
West End Betterment Association
West End Business and Professional Association
William Shore Memorial Pool District

PASSED AND ADOPTED this fifth day of January 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

DRAFT

RESOLUTION _____, 2021
DESIGNATING COMMISSIONER INVOLVEMENT ON ADVISORY BOARDS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Individual Commissioners serve on, or act as a liaison to, various state and local advisory boards and commissions and wish to confirm these appointments by resolution.
2. A work session was held December 14, 2020 and the Commissioners stated their preferences.

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

1. All three Commissioners will serve on the Board of Health, the Clallam County Finance Committee, the Olympic Area Agency on Aging (CRJ lead), as members of the Washington State Association of Counties (WSAC), and individually as follows:

MARK OZIAS

Behavioral Health Advisory Board
Canvassing Board
Clallam Transit System
Law Library Board of Trustees
Lodging Tax Advisory Committee - Alternate
Marine Resources Committee
North Olympic Development Council
Olympic Area Agency on Aging (Alternate)
Olympic Coast National Marine Sanctuary Advisory Council
Olympic Community Action Programs (OlyCAP)
Olympic Consortium Board (Alternate)
Salish Behavioral Health Associated Services Organization
Sequim Chamber of Commerce Ex-Officio Member
Solid Waste Advisory Committee
Tribal Liaison – Jamestown S'Klallam

RANDY JOHNSON

Clallam County Disability Board
Clallam Transit System (Alternate)
Heritage Advisory Board
Homelessness Task Force
Law and Justice Council
Lodging Tax Advisory Committee
Noxious Weed Control Board
Olympic Area on Aging
Olympic Consortium Board
Olympic Region Clean Air Agency – Alternate
PA Forward
Port Angeles Chamber of Commerce
Salish Behavioral Health Associated Services Organization (Alternate)
Veterans' Affairs Liaison
Washington State Association of Counties Steering Committee for study of economic impact
Washington Timber Counties Caucus
William Shore Memorial Pool District

BILL PEACH

Canvassing Board (Alternate)
Clallam Bay/Sekiu Chamber of Commerce Liaison
Clallam Bay/Sekiu Community Action Team
Clallam Bay/Sekiu Sewer Advisory Committee
Clallam Transit System
Crescent Community Advisory Council
Developmental Disability Advisory Committee
Forks Chamber of Commerce Liaison
Neah Bay Chamber of Commerce Liaison
Olympic Area on Aging (Alternate)
Peninsula Regional Transportation Planning Organization
Olympic Region Clean Air Agency
Timber Resource Advisory Committee (USFS)
Trails Advisory Committee
Tribal Liaison – Lower Elwha/Quileute/Makah
Veterans' Affairs Liaison (Alternate)
Washington State Association of Counties Board of Natural Resources Legislative Steering Committee
West End Betterment Association
West End Business and Professional Association
William Shore Memorial Pool District

PASSED AND ADOPTED this fifth day of January 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

DRAFT

AGENDA ITEM SUMMARY

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

46
1-5-21

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-28-20**

REGULAR AGENDA ☒ **Meeting Date: 1-5-21**

Item summary:

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

Executive summary:

The Lodging Tax Advisory Committee announced an opportunity for business grants for large-scale events, projects, or infrastructure improvements from monies received from a consumer tax on lodging. Clallam County's Lodging Tax Fund will be the primary source of County funding for activities, operations, and expenditures designed to increase tourism in the unincorporated areas.
The Lodging Tax Advisory Committee met on December 10, 2020 to review applications and make a recommendation to the Board of Commissioners.
Approve and sign resolution authorizing expenditure from the Hotel/Motel Tax Fund for the approved 2021 Lodging Tax Funding applications.

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?** ☐

Hotel/Motel Tax fund:
Port Angeles Chamber of Commerce - $35,000
Lincoln Park BMX Association - $100,000
Port Angeles Marathon Association - $12,500
Juan de Fuca Festival - $10,000

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution authorizing expenditure from the Hotel/Motel Tax Fund for the approved 2021 Lodging Tax Funding applications.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners, Finance – Mark Lane, Budget Director – Debi Cook, Treasurer's Office, Auditor's Office

Date submitted: December 11, 2020

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

Revised: 3-04-2019

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

46
1-5-21

RESOLUTION _____, 2021

AUTHORIZING EXPENDITURE FROM THE HOTEL/MOTEL TAX FUND
FOR THE APPROVED 2021 LODGING TAX FUNDING APPLICATIONS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County collects Hotel/Motel Tax pursuant to RCW 67.28.

2. State statute requires an advisory committee to review all proposed expenditures from the Hotel/Motel Tax Fund and make recommendations to the Board of Commissioners.

3. The Lodging Tax Committee received proposals from Port Angeles Chamber of Commerce, Port Angeles Marathon Association, Olympic Coast National Marine Sanctuary Foundation, New Dungeness Light Station Association, Lincoln Park BMX Association, Sequim Farmers and Artisans Market, Juan de Fuca Festival and Peninsula Trails Coalition.

4. The Lodging Tax Advisory Committee met on December 10, 2020 to review applications and make a recommendation to the Board of Commissioners.

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

1. Concurs in the recommendation of the Lodging Tax Advisory Committee.

2. Authorizes a one-time expenditure from the Hotel/Motel Tax Fund to be allocated as follows:

   Port Angeles Chamber of Commerce - $35,000
   Lincoln Park BMX Association - $100,000
   Port Angeles Marathon Association - $12,500
   Juan de Fuca Festival - $10,000

PASSED AND ADOPTED this fifth day of January 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Bill Peach

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

File A22.169
F32.19

Finance Office – Lane/Cook
Treasurer's Office
Assessor's Office

DRAFT

4c
1-5-21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-28-20**

REGULAR AGENDA ☒ **Meeting Date: 1-5-21**

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:
To continue the effort to keep the Clallam County Code up to date, the code section relating to boating on Lake Aldwell should be removed. Lake Aldwell was drained in 2012.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approval of a call for hearing regarding Ordinance amending Clallam County Code Section 15.04.140 Special rules – Lake Aldwell

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: December 11, 2020

4c
1-5-21

PUBLIC HEARING

Proposed Ordinance amending Chapter 15.04 Boating and Water Safety

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, January 19, 2021 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website *www.clallam.net* or a free copy can be mailed to you upon request.

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

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

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

FORMAL IDENTIFICATION: Ordinance amending Chapter 15.04 Boating and Water Safety

SECTION-BY-SECTION SUMMARY OF PROPOSED CHANGES:
Section 15.04.140 – Special rules – Lake Aldwell

Is hereby repealed in its entirety

Publish: January 8, 2021
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board

Ordinance _____

An ordinance amending Clallam County Code Chapter 15.04, Boating and Water Safety

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 15.04.140. Special rules – Lake Aldwell, is ~~amended to read as follows:~~
~~The following regulations shall apply to Lake Aldwell:~~
~~No motor boat shall be operated at a speed in excess of ten (10) miles per hour on the lake.~~**hereby repealed in its entirety.**

ADOPTED this _____ day of _____ 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

_____
Bill Peach

DRAFT

4d
1-5-21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-28-20**

REGULAR AGENDA ☒ **Meeting Date: 01-05-21**

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:
A vacancy exists on the Fair Advisory Board due to the expiration of a term. A notice of the vacancy was issued to the press in November 2020 to solicit applications. The member with an expiring term was notified. The current member advised the Commissioner's Office they are interested in continuing their service and asked to be considered for another term.

The Director of Parks, Fair and Facilities and Fair Manager endorse the appointment of Donald Edwards.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution appointing Donald Edwards to the Fair Advisory Board.

County Official signature & print name: Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: Joel Winborn/Shari Ioffrida

Relevant Departments: Parks, Fair & Facilities/BOCC

Date submitted: 12-16-20

4d
1-5-21

RESOLUTION _____, 2021

REAPPOINTING A MEMBER TO THE FAIR ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Clallam County Fair Advisory Board due to the expiration of a term.

2. A press release was issued during the month of November 2020 soliciting applications from interested citizens. The member with an expiring term was notified.

3. The current member advised the Commissioner's Office they are interested in continuing their service and asked to be considered for another term.

4. The Director of Parks, Fair and Facilities supports the reappointment of Donald Edwards to the Fair Advisory Board.

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

1. **Donald Edwards** is reappointed as the At-large representative for a term ending January 1, 2025.

PASSED AND ADOPTED this fifth day of January 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

ATTEST:

_____
Loni Gores, Clerk of the Board

_____
Bill Peach

c: A22,159
Parks, Fair, and Facilities
Appointee(s)

DRAFT