



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, January 4, 2022 – 9:00 a.m.

****ATTENTION****

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

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

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Selection of Chair and Vice Chair

PUBLIC COMMENT – Please limit comments to three minutes (10 minutes total)

CONSENT AGENDA – Any Commissioner may remove items for discussion

- 1a. Approval of vouchers for the week of December 27

Approval of vouchers 

- 1b. Approval of payroll for the period ending December 15

Approval of payroll 

- 1c. Approval of minutes for the weeks of December 20 and 27

Approval of minutes 

Approval of minutes 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

2a. Agreement with Environmental Systems Research Institute, Inc. for GIS upgrade

Agreement 

2b. Contract with Department of Health for Public Health Services

Contract 

2c. Agreement with Cedar Grove Counseling, Inc. for Wraparound Services Program

Agreement 

2d. Agreement with First Step Family Support Center for Behavioral Health & Early Intervention Program

Agreement 

2e. Agreement with Olympic Peninsula Community Clinic for Rediscovery unfunded/underfunded Bridge Care Program

Agreement 

2f. Agreement with Olympic Personal Growth Center for Filling the Gap Program

Agreement 

2g. Agreement with Peninsula Behavioral Health for Transition from Homelessness (PATH) Program

Agreement 

2h. Agreement with Peninsula Behavioral Health for Access to Behavioral Healthcare Services for Low Income Individuals Program

Agreement 

2i. Agreement with Serenity House of Clallam County for Housing and Recovery through Peer Services (HARPs) Program

Agreement 

2j. Agreement with Transformations by Olympic Angels for Dare to Dream and Love Box Program

Agreement 

2k. Agreement with West End Outreach Services for West End Behavioral Health Services Program

Agreement 

ADMINISTRATION

3a. Approval to move forward with the application for Affordable Housing 2060 Emergency Fund

Approval 

- 3b. Resolution reappointing Elizabeth Pratt and appointing Marsha Melnick to the Olympic Area Agency on Aging Advisory Council

Resolution 

- 3c. Resolution reappointing Tayler McCrorie to the Behavioral Health Advisory Board

Resolution 

- 3d. Resolution reappointing Ann Simpson to the Homelessness Task Force

Resolution 

- 3e. Resolution designating Commissioner involvement on advisory boards

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 3 - 7:

Monday, January 3:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual COVID Update

Tuesday, January 4:

10:00 a.m. Board Meeting

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
1/4/22

Date of report: December 29, 2021

General	\$0.00
Other	\$2,455.00
Total	\$2,455.00

STATE OF WASHINGTON)
County of Clallam)

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

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2021.

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

BILL PEACH

RANDY JOHNSON

RICH SILL (County Administrator)

Weekly Expenditures

December 27 - 31, 2021

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
12201.231	Treasurer - O&M (Operation & Maintenance)		2,455.00		
Total		-	2,455.00	-	-

Report Reconciliation		Totals			
Total	2,455.00	General Fund	-		
Final Check Lists	2,455.00	Other	2,455.00		
Difference	-	Total	2,455.00	Use Tax	-

COPY

Prepared by: _____
Sara DeBiddle, Clallam County Auditor's Office

apChkLst
12/28/2021 9:36:07AM

Final Check List
CLALLAM COUNTY

Treasurer - expedited Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
12/28/2021	0000331	CLALLAM COUNTY AUDITOR	21-138779	12/27/2021	FORECLOSURE SALE DEED I	1,637.00	
			21-1384111	12/27/2021	CURRENT USE REMOVAL RE	204.50	
			21-138431	12/27/2021	DFL REMOVAL RECORDING 2	204.50	
			21-138736	12/27/2021	CURRENT USE REMOVAL RE	204.50	
			21-138758	12/27/2021	CURRENT USE REMOVAL RE	204.50	2,455.00
Sub total for U S BANK:							2,455.00



16
1/4/22

Payroll Ending: 12/15/2021

Gross Earnings:	\$747,389.56
Benefits Paid:	\$153,978.60
Total Expenditures:	\$901,368.16

STATE OF WASHINGTON)
)
COUNTY OF CLALLAM)

This is to certify that the foregoing 'Labor Distribution Totals by Fund' Report for the period herein indicated is a full, true, and correct representation of the earnings and benefits paid to all Clallam County employees as recorded in the books of original entry maintained by this office.

WITNESS MY HAND THIS 21st DAY OF December 2021


SANDRA L WILLIAMS, CHIEF DEPUTY FOR
SHOONA RIGGS, CLALLAM COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the payroll herein specified has been disbursed and that the earnings and benefits listed above are approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

RANDY JOHNSON

MARK OZIAS

BILL PEACH

(County Administrator)

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Payroll and Benefits Paid for semi-monthly payroll: December 1-15, 2021

Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employee s Paid by Fund #	Total Expenditures
COUNTY (Semi-Monthly)					
General Fund	00100	511,957.22	102,771.90	188	614,729.12
Sheriff: Boating Safety	11003				0.00
HHS	11301	17,713.20	3,774.65	9	21,487.85
HHS-Alcohol/Drug	11321				0.00
HHS-Homeless Task Force	11322	779.66	160.80	1	940.46
HHS-CD/MH	11323	779.66	160.79	1	940.45
HHS-Dev Disabilties	11331				0.00
Prosecutor-Local Crime Victim	11701	4,797.61	945.57	2	5,743.18
Treasurer- O&M	12201	1,183.92	243.90	1	1,427.82
Auditor-Doc Preservation	12401	1,972.27	409.09	2	2,381.36
Noxious Weed Control	13001	1,744.05	396.35	1	2,140.40
Veterans Relief	19914	4,253.76	878.42	2	5,132.18
Lwr Dungeness Floodplain	30301	576.97	118.77	1	695.74
HR-Risk Management	50401	12,120.76	2,504.28	4	14,625.04
HR-Workers Compensation	50501	1,517.73	286.81	2	1,804.54
Wellness Benefit/Transit Passes	50601				0.00
		559,396.81	112,651.33	672,048.14	
ROADS					
PW - Roads	10101	151,990.11	33,718.83	63	185,708.94
PW - Flood Control	10135	3,836.86	818.28	2	4,655.14
Dungeness Reservoir	30401				0.00
PW - Carlsborg Sewer Project	30801				0.00
PW - Solid Waste	40201	939.70	174.71	2	1,114.41
Clallam Bay/Seki Sewer	41401	4,591.11	999.55	3	5,590.66
PW - Carlsborg Sewer M&O	42401	4,707.57	943.69	9	5,651.26
ER&R	50301	21,927.40	4,672.21	15	26,599.61
Wellness Benefit/Transit Passes	50601				0.00
TOTALS		187,992.75	41,327.27	229,320.02	
		747,389.56	153,978.60	901,368.16	

Prepared by:

Angela D Klann, Deputy Auditor

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11/19/2021 12:44:26PM
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Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2021 to 11/15/2021-2 Cycle sc

Semi-Monthly Page: 1

Fund Worked : 00100
Emps : 188

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	403,347.62	13,001.05	h	HOLIDAY	36,505.80	1,194.56
v	VACATION	24,875.30	839.25	fh	FLOATING HOLIDAY	12,401.75	397.70
s	SICK	10,913.69	388.75	o15s	OVERTIME X 1.5 - SHERIFF DEPT	10,613.42	220.75
covid	covid SICK	3,872.67	121.20	vp	VACATION PAYOFF	1,829.40	47.39
cu	COMP USED	1,682.81	49.30	accred	ACCREDITATION PAY	1,003.91	
hazpay	HAZARD PAY	854.46		auto	AUTO ALLOWANCE CONTRACTUAL	680.00	
aute	AUTO ALLOWANCE ELECTED	680.00		bsba	BS/BA EDUCATION INCENTIVE	557.31	
o15j	OVERTIME x 1.5 - JUV DETENTION	482.81	13.75	phsm	PHONE STIPEND SMART PHONE	280.00	
oth	OVERTIME X 1.5 - HOURLY	277.82	20.50	aaas	AA/AS EDUCATION INCENTIVE	228.31	
ohjd	OT HOLIDAY - JUV DETENTION	226.47	6.00	uapr	URINE ANALYSIS PREMIUM	203.50	
spt	SICK PAYOFF - TERMINATION 10%	171.35	44.39	dont	DONATED TIME USED	95.62	3.50
flxu	FLEX TIME USED (NO RUN BAL)	71.69	2.00	oc1	ON CALL SHIFT DAY	64.70	2.00
asp	SHERIFF ACTING SUPERVISOR PAY	21.95	16.00	aspj	ACTING SUPERVISOR PAY JUVENILE	14.86	12.00
				Totals:		511,957.22	16,380.09

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	46,113.00
pers2	PERS 2 RETIREMENT	21,444.56
icm457	ICMA DEFERRED COMP	8,044.35
leoff2	LEOFF 2 RETIREMENT	4,604.71
pers3	PERS 3 RETIREMENT	3,117.84
udteam	UNION DUES - TEAMSTERS	2,647.43
dshs	DSHS CHILD SUPPORT	962.38
l&i	L&I - SELF INSURED	695.34
udpd	UNION DUES - 1619 D	459.94
udcd	UNION DUES - 1619 CD C	407.82
udmp	UNION DUES - 1619 MP	378.69
medpre	HEALTH INSURANCE PRE TAX	216.60
udps	UNION DUES - 1619 S	34.88
garnfe	GARNISHMENT FEE	1.50

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	30,599.33
401a	401A DEFERRED COMPENSATION	9,686.37
medtx	MEDICARE TAX	7,361.08
psers	PSERS RETIREMENT	3,338.20
h457	MASSMUTUAL 457	2,938.81
fmlatx	WA Paid Family & Medical Leave	1,250.75
n457	NATIONWIDE 457	806.09
rth457	ROTH-ICMA DEFERRED COMP	627.03
a&aco	AUDIT & ADJUSTMENT CO INC	457.28
pers1	PERS 1 RETIREMENT	391.74
udlc	UNION DUES - 1619 LC	260.62
udtint	TEAMSTERS INIT FEE or ADJ	200.00
uw	UNITED WAY	4.16
Totals:		147,050.50

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	34,558.86
401a	401A DEFERRED COMPENSATION	9,265.09
psers	PSERS RETIREMENT	5,335.95

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	30,599.33
medtx	MEDICARE TAX	7,361.08
l&i	L&I - SELF INSURED	5,011.11

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Labor Distribution Totals By Fund
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Fund Worked : 00100
Emps : 188

Benefit Code and Description	Amount
pers3 PERS 3 RETIREMENT	4,752.21
medpre HEALTH INSURANCE PRE TAX	1,135.00
pers1 PERS 1 RETIREMENT	669.22
vebahr HRA VEBA	25.00

Benefit Code and Description	Amount
leoff2 LEOFF 2 RETIREMENT	2,861.10
fmlatx WA Paid Family & Medical Leave	724.37
unemp UNEMPLOYMENT	473.58

Totals: 102,771.90

Gross Earnings by Fund: 511,957.22 16,380.09

Total Fund Deductions: 147,050.50

Fund Net: 364,906.72

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Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : 11301
Emps : 9

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		14,585.18	575.25	h	HOLIDAY		1,591.19	62.40
fl	FUNERAL LEAVE		741.87	24.00	cu	COMP USED		416.06	13.46
fh	FLOATING HOLIDAY		316.27	13.74	v	VACATION		45.65	1.35
oth	OVERTIME X 1.5 - HOURLY		16.98	1.50					
					Totals:			17,713.20	691.70
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		1,211.24	pers2	PERS 2 RETIREMENT		1,126.56		
socsec	SOCIAL SECURITY		1,098.21	401a	401A DEFERRED COMPENSATION		633.98		
icm457	ICMA DEFERRED COMP		609.69	medtx	MEDICARE TAX		256.83		
udteam	UNION DUES - TEAMSTERS		161.70	udmp	UNION DUES - 1619 MP		58.26		
fmlatx	WA Paid Family & Medical Leave		44.89	l&i	L&I - SELF INSURED		30.31		
				Totals:			5,231.67		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		1,815.60	socsec	SOCIAL SECURITY		1,098.21		
401a	401A DEFERRED COMPENSATION		353.24	medtx	MEDICARE TAX		256.83		
l&i	L&I - SELF INSURED		207.06	fmlatx	WA Paid Family & Medical Leave		25.99		
unemp	UNEMPLOYMENT		17.72						
				Totals:			3,774.65		
				Gross Earnings by Fund:			17,713.20		691.70
				Total Fund Deductions:			5,231.67		
				Fund Net:			12,481.53		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : 11322
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		694.34	23.60	h	HOLIDAY		70.61	2.40
v	VACATION		14.71	0.50					
					Totals:			779.66	26.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		49.59	socsec	SOCIAL SECURITY		48.34		
fedtx	FEDERAL WITHHOLDING TAX		27.34	401a	401A DEFERRED COMPENSATION		23.39		
udteam	UNION DUES - TEAMSTERS		16.49	medtx	MEDICARE TAX		11.30		
fmlatx	WA Paid Family & Medical Leave		1.98	l&i	L&I - SELF INSURED		1.22		
				Totals:			179.65		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		79.92	socsec	SOCIAL SECURITY		48.34		
401a	401A DEFERRED COMPENSATION		15.59	medtx	MEDICARE TAX		11.30		
l&i	L&I - SELF INSURED		3.72	fmlatx	WA Paid Family & Medical Leave		1.14		
unemp	UNEMPLOYMENT		0.79						
				Totals:			160.80		
				Gross Earnings by Fund:			779.66		26.50
				Total Fund Deductions:			179.65		
				Fund Net:			600.01		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2021 to 11/15/2021-2 Cycle sc

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Fund Worked : 11323
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		694.34	23.60	h	HOLIDAY		70.61	2.40
v	VACATION		14.71	0.50					
					Totals:			779.66	26.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		49.58	socsec	SOCIAL SECURITY		48.34		
fedtx	FEDERAL WITHHOLDING TAX		27.33	401a	401A DEFERRED COMPENSATION		23.39		
udteam	UNION DUES - TEAMSTERS		16.51	medtx	MEDICARE TAX		11.31		
fmlatx	WA Paid Family & Medical Leave		1.97	l&i	L&I - SELF INSURED		1.22		
				Totals:			179.65		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		79.91	socsec	SOCIAL SECURITY		48.34		
401a	401A DEFERRED COMPENSATION		15.60	medtx	MEDICARE TAX		11.31		
l&i	L&I - SELF INSURED		3.71	fmlatx	WA Paid Family & Medical Leave		1.15		
unemp	UNEMPLOYMENT		0.77						
				Totals:			160.79		
				Gross Earnings by Fund:			779.66	26.50	
				Total Fund Deductions:			179.65		
				Fund Net:			600.01		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : 11701
Emps : 2

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	4,412.96	185.00	h HOLIDAY	384.65	16.00
			Totals:	4,797.61	201.00

Deduction Code and Description	Amount
pers2 PERS 2 RETIREMENT	305.13
socsec SOCIAL SECURITY	297.45
medtx MEDICARE TAX	69.57
fmlatx WA Paid Family & Medical Leave	12.15

Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	302.73
401a 401A DEFERRED COMPENSATION	124.38
udmp UNION DUES - 1619 MP	58.26
l&i L&I - SELF INSURED	8.26
Totals:	1,177.93

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	491.76
medtx MEDICARE TAX	69.57
l&i L&I - SELF INSURED	25.20
unemp UNEMPLOYMENT	4.80

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	297.45
401a 401A DEFERRED COMPENSATION	49.75
fmlatx WA Paid Family & Medical Leave	7.04
Totals:	945.57

Gross Earnings by Fund:	4,797.61	201.00
Total Fund Deductions:	1,177.93	
Fund Net:	3,619.68	

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Labor Distribution Totals By Fund
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Fund Worked : 12201
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		766.85	34.20	fh	FLOATING HOLIDAY		215.26	9.60
h	HOLIDAY		107.63	4.80	cu	COMP USED		94.18	4.20
					Totals:			1,183.92	52.80
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		82.22	pers2	PERS 2 RETIREMENT		75.30		
socsec	SOCIAL SECURITY		73.40	401a	401A DEFERRED COMPENSATION		35.52		
medtx	MEDICARE TAX		17.17	udteam	UNION DUES - TEAMSTERS		14.99		
fmlatx	WA Paid Family & Medical Leave		3.00	l&i	L&I - SELF INSURED		1.77		
				Totals:			303.37		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		121.35	socsec	SOCIAL SECURITY		73.40		
401a	401A DEFERRED COMPENSATION		23.67	medtx	MEDICARE TAX		17.17		
l&i	L&I - SELF INSURED		5.39	fmlatx	WA Paid Family & Medical Leave		1.73		
unemp	UNEMPLOYMENT		1.19						
				Totals:			243.90		
				Gross Earnings by Fund:			1,183.92	52.80	
				Total Fund Deductions:			303.37		
				Fund Net:			880.55		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : 12401
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,563.34	72.00	fh	FLOATING HOLIDAY		229.63	8.00
h	HOLIDAY		179.30	8.00					
Totals:								1,972.27	88.00

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	158.67
socsec	SOCIAL SECURITY	122.29
pers2	PERS 2 RETIREMENT	40.17
udteam	UNION DUES - TEAMSTERS	25.38
fmlatx	WA Paid Family & Medical Leave	5.00

Deduction Code and Description		Amount
401a	401A DEFERRED COMPENSATION	134.08
pers3	PERS 3 RETIREMENT	113.97
medtx	MEDICARE TAX	28.60
icm457	ICMA DEFERRED COMP	25.00
l&i	L&I - SELF INSURED	3.85
Totals:		657.01

Benefit Code and Description		Amount
pers3	PERS 3 RETIREMENT	137.42
pers2	PERS 2 RETIREMENT	64.74
medtx	MEDICARE TAX	28.60
fmlatx	WA Paid Family & Medical Leave	2.89

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	122.29
401a	401A DEFERRED COMPENSATION	39.44
l&i	L&I - SELF INSURED	11.73
unemp	UNEMPLOYMENT	1.98
Totals:		409.09

Gross Earnings by Fund:	1,972.27	88.00
Total Fund Deductions:	657.01	
Fund Net:	1,315.26	

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Labor Distribution Totals By Fund
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Fund Worked : 13001
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,585.50	80.00	h	HOLIDAY		158.55	8.00
					Totals:			1,744.05	88.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
pers2	PERS 2 RETIREMENT		110.92		socsec	SOCIAL SECURITY		108.13	
401a	401A DEFERRED COMPENSATION		52.32		fedtx	FEDERAL WITHHOLDING TAX		32.66	
medtx	MEDICARE TAX		25.29		udteam	UNION DUES - TEAMSTERS		22.50	
fmlatx	WA Paid Family & Medical Leave		4.42		l&i	L&I - SELF INSURED		4.13	
					Totals:			360.37	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		178.77		socsec	SOCIAL SECURITY		108.13	
l&i	L&I - SELF INSURED		44.98		401a	401A DEFERRED COMPENSATION		34.88	
medtx	MEDICARE TAX		25.29		fmlatx	WA Paid Family & Medical Leave		2.56	
unemp	UNEMPLOYMENT		1.74						
					Totals:			396.35	
					Gross Earnings by Fund:			1,744.05	88.00
					Total Fund Deductions:			360.37	
					Fund Net:			1,383.68	

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Fund Worked : 19914
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		3,307.21	123.00	s	SICK		551.64	24.00
h	HOLIDAY		394.91	15.00					
					Totals:			4,253.76	162.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		270.54	socsec	SOCIAL SECURITY		263.74		
fedtx	FEDERAL WITHHOLDING TAX		173.98	401a	401A DEFERRED COMPENSATION		172.23		
medtx	MEDICARE TAX		61.68	udmp	UNION DUES - 1619 MP		29.13		
udteam	UNION DUES - TEAMSTERS		26.00	fmlatx	WA Paid Family & Medical Leave		10.77		
l&i	L&I - SELF INSURED		7.02						
				Totals:			1,015.09		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		436.02	socsec	SOCIAL SECURITY		263.74		
401a	401A DEFERRED COMPENSATION		85.07	medtx	MEDICARE TAX		61.68		
l&i	L&I - SELF INSURED		21.42	fmlatx	WA Paid Family & Medical Leave		6.24		
unemp	UNEMPLOYMENT		4.25						
				Totals:			878.42		
				Gross Earnings by Fund:			4,253.76		162.00
				Total Fund Deductions:			1,015.09		
				Fund Net:			3,238.67		

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Fund Worked : 30301
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		298.32	9.10	s	SICK		183.58	5.60
h	HOLIDAY		52.45	1.60	covid	covid SICK		42.62	1.30
					Totals:			576.97	17.60
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
icm457	ICMA DEFERRED COMP		59.99	fedtx	FEDERAL WITHHOLDING TAX		59.18		
pers2	PERS 2 RETIREMENT		36.70	socsec	SOCIAL SECURITY		35.77		
401a	401A DEFERRED COMPENSATION		17.31	medtx	MEDICARE TAX		8.37		
fmlatx	WA Paid Family & Medical Leave		1.47	l&i	L&I - SELF INSURED		0.83		
				Totals:			219.62		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		59.15	socsec	SOCIAL SECURITY		35.77		
401a	401A DEFERRED COMPENSATION		11.54	medtx	MEDICARE TAX		8.37		
l&i	L&I - SELF INSURED		2.52	fmlatx	WA Paid Family & Medical Leave		0.85		
unemp	UNEMPLOYMENT		0.57						
				Totals:			118.77		
				Gross Earnings by Fund:			576.97		17.60
				Total Fund Deductions:			219.62		
				Fund Net:			357.35		

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Fund Worked : 50401
Emps : 4

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		9,159.13	222.25	h	HOLIDAY		1,081.49	26.00
v	VACATION		1,009.97	27.50	s	SICK		625.14	10.00
auto	AUTO ALLOWANCE CONTRACTUAL		170.00		fh	FLOATING HOLIDAY		75.03	2.00
					Totals:			12,120.76	287.75
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		1,424.66	h457	MASSMUTUAL 457		1,012.21		
socsec	SOCIAL SECURITY		598.82	pers2	PERS 2 RETIREMENT		375.21		
medtx	MEDICARE TAX		184.99	icm457	ICMA DEFERRED COMP		162.71		
401a	401A DEFERRED COMPENSATION		144.24	fmlatx	WA Paid Family & Medical Leave		30.71		
l&i	L&I - SELF INSURED		13.44	Totals:			3,946.99		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
h457	MASSMUTUAL 457		620.25	pers2	PERS 2 RETIREMENT		604.71		
socsec	SOCIAL SECURITY		598.82	401a	401A DEFERRED COMPENSATION		360.04		
medtx	MEDICARE TAX		184.99	l&i	L&I - SELF INSURED		105.71		
fmlatx	WA Paid Family & Medical Leave		17.79	unemp	UNEMPLOYMENT		11.97		
				Totals:			2,504.28		
				Gross Earnings by Fund:			12,120.76	287.75	
				Total Fund Deductions:			3,946.99		
				Fund Net:			8,173.77		

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Fund Worked : 50501
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,157.08	22.85	h	HOLIDAY		138.82	2.80
s	SICK		106.93	2.40	fh	FLOATING HOLIDAY		75.03	2.00
v	VACATION		39.87	0.50					
Totals:								1,517.73	30.55

Deduction Code and Description			Amount	Deduction Code and Description			Amount
fedtx	FEDERAL WITHHOLDING TAX		156.54	icm457	ICMA DEFERRED COMP		112.29
401a	401A DEFERRED COMPENSATION		102.49	pers2	PERS 2 RETIREMENT		95.35
socsec	SOCIAL SECURITY		50.59	medtx	MEDICARE TAX		22.09
fmlatx	WA Paid Family & Medical Leave		2.07	l&i	L&I - SELF INSURED		1.45
Totals:							542.87

Benefit Code and Description			Amount	Benefit Code and Description			Amount
pers2	PERS 2 RETIREMENT		155.58	401a	401A DEFERRED COMPENSATION		51.41
socsec	SOCIAL SECURITY		50.59	medtx	MEDICARE TAX		22.09
l&i	L&I - SELF INSURED		4.41	unemp	UNEMPLOYMENT		1.53
fmlatx	WA Paid Family & Medical Leave		1.20				
Totals:							286.81

Gross Earnings by Fund:	1,517.73	30.55
Total Fund Deductions:	542.87	
Fund Net:	974.86	

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Fund Worked : - Totals -
Emps : 205

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		441,571.87	14,371.90	h	HOLIDAY		40,736.01	1,343.96
v	VACATION		26,000.21	869.60	fh	FLOATING HOLIDAY		13,312.97	433.04
s	SICK		12,380.98	430.75	o15s	OVERTIME X 1.5 - SHERIFF DEPT		10,613.42	220.75
covid	COVID SICK		3,915.29	122.50	cu	COMP USED		2,193.05	66.96
vp	VACATION PAYOFF		1,829.40	47.39	accres	ACCREDITATION PAY		1,003.91	
hazpay	HAZARD PAY		854.46		auto	AUTO ALLOWANCE CONTRACTUAL		850.00	
fl	FUNERAL LEAVE		741.87	24.00	aute	AUTO ALLOWANCE ELECTED		680.00	
bsba	BS/BA EDUCATION INCENTIVE		557.31		o15j	OVERTIME x 1.5 - JUV DETENTION		482.81	13.75
oth	OVERTIME X 1.5 - HOURLY		294.80	22.00	phsm	PHONE STIPEND SMART PHONE		280.00	
aaas	AA/AS EDUCATION INCENTIVE		228.31		ohjd	OT HOLIDAY - JUV DETENTION		226.47	6.00
uapr	URINE ANALYSIS PREMIUM		203.50		spt	SICK PAYOFF - TERMINATION 10%		171.35	44.39
dont	DONATED TIME USED		95.62	3.50	flxu	FLEX TIME USED (NO RUN BAL)		71.69	2.00
oc1	ON CALL SHIFT DAY		64.70	2.00	asp	SHERIFF ACTING SUPERVISOR PAY		21.95	16.00
aspj	ACTING SUPERVISOR PAY JUVENILE		14.86	12.00					
					Totals:				559,396.81 18,052.49

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	49,769.55	socsec	SOCIAL SECURITY	33,344.41
pers2	PERS 2 RETIREMENT	23,979.61	401a	401A DEFERRED COMPENSATION	11,149.70
icm457	ICMA DEFERRED COMP	9,014.03	medtx	MEDICARE TAX	8,058.28
leoff2	LEOFF 2 RETIREMENT	4,604.71	h457	MASSMUTUAL 457	3,951.02
psers	PSERS RETIREMENT	3,338.20	pers3	PERS 3 RETIREMENT	3,231.81
udteam	UNION DUES - TEAMSTERS	2,931.00	fmlatx	WA Paid Family & Medical Leave	1,369.18
dshs	DSHS CHILD SUPPORT	962.38	n457	NATIONWIDE 457	806.09
l&i	L&I - SELF INSURED	768.84	rth457	ROTH-ICMA DEFERRED COMP	627.03
udmp	UNION DUES - 1619 MP	524.34	udpd	UNION DUES - 1619 D	459.94
a&aco	AUDIT & ADJUSTMENT CO INC	457.28	udcd	UNION DUES - 1619 CD C	407.82
pers1	PERS 1 RETIREMENT	391.74	udlc	UNION DUES - 1619 LC	260.62
medpre	HEALTH INSURANCE PRE TAX	216.60	udtint	TEAMSTERS INIT FEE or ADJ	200.00
udps	UNION DUES - 1619 S	34.88	uw	UNITED WAY	4.16
garnfe	GARNISHMENT FEE	1.50			
				Totals:	160,864.72

Benefit Code and Description			Amount	Benefit Code and Description			Amount
pers2	PERS 2 RETIREMENT		38,646.37	socsec	SOCIAL SECURITY		33,344.41
401a	401A DEFERRED COMPENSATION		10,305.32	medtx	MEDICARE TAX		8,058.28

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Fund Worked : - Totals -
Emps : 205

Benefit Code and Description	Amount
l&i L&I - SELF INSURED	5,446.96
pers3 PERS 3 RETIREMENT	4,889.63
medpre HEALTH INSURANCE PRE TAX	1,135.00
pers1 PERS 1 RETIREMENT	669.22
unemp UNEMPLOYMENT	520.89

Benefit Code and Description	Amount
psers PSERS RETIREMENT	5,335.95
leoff2 LEOFF 2 RETIREMENT	2,861.10
fmlatx WA Paid Family & Medical Leave	792.95
h457 MASSMUTUAL 457	620.25
vebahr HRA VEBA	25.00
Totals:	112,651.33

Grand Total Gross Earnings:	559,396.81	18,052.49
Grand Total Deductions:	160,864.72	
Grand Total Net:	398,532.09	

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Fund Worked : 10101
Emps : 63

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		131,777.16	4,328.00	o15r	OVERTIME X 1.5 - ROADS DEPT		9,699.76	237.25
s	SICK		6,103.83	197.50	v	VACATION		3,546.20	118.25
covid	covid SICK		2,033.38	76.00	cu	COMP USED		2,006.04	77.50
fh	FLOATING HOLIDAY		1,362.81	40.00	fl	FUNERAL LEAVE		462.43	15.00
auto	AUTO ALLOWANCE CONTRACTUAL		170.00		c15r	COMP EARNED X 1.5 ROADS		-5,171.50	-127.75
					Totals:			151,990.11	4,961.75

Deduction Code and Description			Amount	Deduction Code and Description			Amount
fedtx	FEDERAL WITHHOLDING TAX		14,361.35	socsec	SOCIAL SECURITY		9,545.64
pers2	PERS 2 RETIREMENT		9,226.40	icm457	ICMA DEFERRED COMP		2,947.56
medtx	MEDICARE TAX		2,232.48	401a	401A DEFERRED COMPENSATION		1,716.96
udteam	UNION DUES - TEAMSTERS		1,522.65	h457	MASSMUTUAL 457		923.15
c13gar	CHAPTER 13 GARNISHMENT		538.00	pers3	PERS 3 RETIREMENT		429.67
gatlaw	GORDON, AYLWORTH & TAMI, PC		400.87	fmlatx	WA Paid Family & Medical Leave		389.76
n457	NATIONWIDE 457		250.00	l&i	L&I - SELF INSURED		239.69
udmp	UNION DUES - 1619 MP		194.99	udtint	TEAMSTERS INIT FEE or ADJ		50.00
garnfe	GARNISHMENT FEE		0.50	Totals:			44,969.67

Benefit Code and Description			Amount	Benefit Code and Description			Amount
pers2	PERS 2 RETIREMENT		14,680.73	socsec	SOCIAL SECURITY		9,431.56
l&i	L&I - SELF INSURED		3,265.63	401a	401A DEFERRED COMPENSATION		2,879.41
medtx	MEDICARE TAX		2,205.79	pers3	PERS 3 RETIREMENT		880.81
fmlatx	WA Paid Family & Medical Leave		222.98	unemp	UNEMPLOYMENT		151.92
				Totals:			33,718.83

Gross Earnings by Fund:	151,990.11	4,961.75
Total Fund Deductions:	44,969.67	
Fund Net:	107,020.44	

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Fund Worked : 10135
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		3,514.26	82.00	s	SICK		322.60	7.50
					Totals:			3,836.86	89.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		346.82	pers2	PERS 2 RETIREMENT		244.03		
socsec	SOCIAL SECURITY		237.88	401a	401A DEFERRED COMPENSATION		189.26		
medtx	MEDICARE TAX		55.64	udmp	UNION DUES - 1619 MP		29.63		
fmlatx	WA Paid Family & Medical Leave		9.72	l&i	L&I - SELF INSURED		4.20		
icm457	ICMA DEFERRED COMP		1.03	Totals:			1,118.21		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		393.28	socsec	SOCIAL SECURITY		237.88		
401a	401A DEFERRED COMPENSATION		76.73	medtx	MEDICARE TAX		55.64		
l&i	L&I - SELF INSURED		45.28	fmlatx	WA Paid Family & Medical Leave		5.63		
unemp	UNEMPLOYMENT		3.84	Totals:			818.28		
				Gross Earnings by Fund:			3,836.86		89.50
				Total Fund Deductions:			1,118.21		
				Fund Net:			2,718.65		

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Fund Worked : 40201
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r REGULAR			939.70	26.50					
					Totals:			939.70	26.50
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
pers2 PERS 2 RETIREMENT			59.77		socsec SOCIAL SECURITY			58.27	
fedtx FEDERAL WITHHOLDING TAX			46.98		medtx MEDICARE TAX			13.63	
udmp UNION DUES - 1619 MP			8.40		fmlatx WA Paid Family & Medical Leave			2.38	
l&i L&I - SELF INSURED			1.19		icm457 ICMA DEFERRED COMP			0.34	
					Totals:			190.96	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2 PERS 2 RETIREMENT			96.33		socsec SOCIAL SECURITY			58.27	
medtx MEDICARE TAX			13.63		l&i L&I - SELF INSURED			3.82	
fmlatx WA Paid Family & Medical Leave			1.38		unemp UNEMPLOYMENT			0.94	
401a 401A DEFERRED COMPENSATION			0.34						
					Totals:			174.71	
					Gross Earnings by Fund:			939.70	26.50
					Total Fund Deductions:			190.96	
					Fund Net:			748.74	

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Fund Worked : 41401
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Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		3,907.03	115.00	v	VACATION		294.75	8.00
o15r	OVERTIME X 1.5 - ROADS DEPT		247.41	5.50	s	SICK		141.92	4.00
					Totals:			4,591.11	132.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		362.94	pers2	PERS 2 RETIREMENT		292.00		
socsec	SOCIAL SECURITY		284.65	medtx	MEDICARE TAX		66.57		
icm457	ICMA DEFERRED COMP		64.84	udteam	UNION DUES - TEAMSTERS		55.02		
fmlatx	WA Paid Family & Medical Leave		11.63	l&i	L&I - SELF INSURED		6.46		
udmp	UNION DUES - 1619 MP		1.27	Totals:			1,145.38		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		470.59	socsec	SOCIAL SECURITY		284.65		
l&i	L&I - SELF INSURED		101.57	medtx	MEDICARE TAX		66.57		
401a	401A DEFERRED COMPENSATION		64.84	fmlatx	WA Paid Family & Medical Leave		6.74		
unemp	UNEMPLOYMENT		4.59	Totals:			999.55		
				Gross Earnings by Fund:			4,591.11	132.50	
				Total Fund Deductions:			1,145.38		
				Fund Net:			3,445.73		

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Fund Worked : 42401
Emps : 9

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,707.57	145.25					
					Totals:			4,707.57	145.25
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		330.00	pers2	PERS 2 RETIREMENT		300.60		
socsec	SOCIAL SECURITY		293.18	medtx	MEDICARE TAX		68.56		
udteam	UNION DUES - TEAMSTERS		25.13	udmp	UNION DUES - 1619 MP		23.58		
401a	401A DEFERRED COMPENSATION		22.65	icm457	ICMA DEFERRED COMP		20.33		
h457	MASSMUTUAL 457		12.63	fmlatx	WA Paid Family & Medical Leave		11.99		
l&i	L&I - SELF INSURED		6.87						
				Totals:			1,115.52		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		482.54	socsec	SOCIAL SECURITY		291.90		
medtx	MEDICARE TAX		68.26	l&i	L&I - SELF INSURED		60.62		
401a	401A DEFERRED COMPENSATION		28.75	fmlatx	WA Paid Family & Medical Leave		6.91		
unemp	UNEMPLOYMENT		4.71						
				Totals:			943.69		
				Gross Earnings by Fund:			4,707.57		145.25
				Total Fund Deductions:			1,115.52		
				Fund Net:			3,592.05		

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Fund Worked : 50301
Emps : 15

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	18,365.00	641.00	s SICK	2,685.58	92.00
covid covid SICK	736.38	24.00	o15r OVERTIME X 1.5 - ROADS DEPT	90.43	2.00
v VACATION	50.01	2.00			
			Totals:	21,927.40	761.00

Deduction Code and Description	Amount	Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	1,689.04	socsec SOCIAL SECURITY	1,244.15
pers2 PERS 2 RETIREMENT	1,100.49	dshs DSHS CHILD SUPPORT	410.00
medtx MEDICARE TAX	290.97	icm457 ICMA DEFERRED COMP	279.53
udteam UNION DUES - TEAMSTERS	212.70	401a 401A DEFERRED COMPENSATION	151.68
pers3 PERS 3 RETIREMENT	138.18	fmlatx WA Paid Family & Medical Leave	50.84
udmp UNION DUES - 1619 MP	33.43	l&i L&I - SELF INSURED	28.66
h457 MASSMUTUAL 457	6.94	garnfe GARNISHMENT FEE	0.50
		Totals:	5,637.11

Benefit Code and Description	Amount	Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	1,964.32	socsec SOCIAL SECURITY	1,359.51
401a 401A DEFERRED COMPENSATION	351.39	l&i L&I - SELF INSURED	341.59
medtx MEDICARE TAX	317.96	pers3 PERS 3 RETIREMENT	283.28
fmlatx WA Paid Family & Medical Leave	32.19	unemp UNEMPLOYMENT	21.97
		Totals:	4,672.21
		Gross Earnings by Fund:	21,927.40
		Total Fund Deductions:	5,637.11
		Fund Net:	16,290.29

Fund Worked : - Totals -
Emps : 68

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		163,210.72	5,337.75	o15r	OVERTIME X 1.5 - ROADS DEPT		10,037.60	244.75
s	SICK		9,253.93	301.00	v	VACATION		3,890.96	128.25
covid	covid SICK		2,769.76	100.00	cu	COMP USED		2,006.04	77.50
fh	FLOATING HOLIDAY		1,362.81	40.00	fl	FUNERAL LEAVE		462.43	15.00
auto	AUTO ALLOWANCE CONTRACTUAL		170.00		c15r	COMP EARNED X 1.5 ROADS		-5,171.50	-127.75
					Totals:			187,992.75	6,116.50

Deduction Code and Description			Amount	Deduction Code and Description			Amount
fedtx	FEDERAL WITHHOLDING TAX		17,137.13	socsec	SOCIAL SECURITY		11,663.77
pers2	PERS 2 RETIREMENT		11,223.29	icm457	ICMA DEFERRED COMP		3,313.63
medtx	MEDICARE TAX		2,727.85	401a	401A DEFERRED COMPENSATION		2,080.55
udteam	UNION DUES - TEAMSTERS		1,815.50	h457	MASSMUTUAL 457		942.72
pers3	PERS 3 RETIREMENT		567.85	c13gar	CHAPTER 13 GARNISHMENT		538.00
fmlatx	WA Paid Family & Medical Leave		476.32	dshs	DSHS CHILD SUPPORT		410.00
gatlaw	GORDON, AYLWORTH & TAMI, PC		400.87	udmp	UNION DUES - 1619 MP		291.30
l&i	L&I - SELF INSURED		287.07	n457	NATIONWIDE 457		250.00
udtint	TEAMSTERS INIT FEE or ADJ		50.00	garufe	GARNISHMENT FEE		1.00
				Totals:			54,176.85

Benefit Code and Description			Amount	Benefit Code and Description			Amount
pers2	PERS 2 RETIREMENT		18,087.79	socsec	SOCIAL SECURITY		11,663.77
l&i	L&I - SELF INSURED		3,818.51	401a	401A DEFERRED COMPENSATION		3,401.46
medtx	MEDICARE TAX		2,727.85	pers3	PERS 3 RETIREMENT		1,164.09
fmlatx	WA Paid Family & Medical Leave		275.83	unemp	UNEMPLOYMENT		187.97
				Totals:			41,327.27

Grand Total Gross Earnings:	187,992.75	6,116.50
Grand Total Deductions:	54,176.85	
Grand Total Net:	133,815.90	



BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of December 20 – 24, 2021

10
1/4/22

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, December 20, 2021. Present were Commissioners Ozias, Johnson and Peach and Administrator Sill. All appeared by video.

Items of discussion per the agenda published December 16 were:

- Calendar/Correspondence
- Resolution acknowledging receipt of final districting plan as submitted by the Districting Master(s) and approved by the Districting Commission
- Agreement with Department of Commerce for the 20210 Violence Against Women STOP Grant
- Agreement with Environmental Systems Research Institute, Inc. for GIS upgrade
- Approval to move forward with the application for Affordable Housing 2060 Emergency Fund
- Contract with Department of Health for Public Health Services
- Contract amendment 24 with Department of Health for COVID and Foundational Public Health Services
- Agreement with Tacoma-Pierce County Health Department for food worker Card education platform services
- State of Washington Resolution designating applicant agent form for Dungeness Off-channel Reservoir Project
- Pre-application questionnaire for FEMA Building Resilient Infrastructure and Communities (BRIC) Grant for the Dungeness Off-channel Reservoir Project
- Resolution reappointing Tayler McCrorie to the Behavioral Health Advisory Board
- Resolution reappointing Ann Simpson to the Homelessness Task Force
- Resolution reappointing Elizabeth Pratt and appointing Marsha Melnick to the Olympic Area Agency on Aging Advisory Council
- Corrected Resolution appointing Raymond W. Kirk to the Marine Resources Committee
- Resolution designating Commissioner involvement on advisory boards
- Discussion on Evergreen Forest County Group
- Resolution creation of new agency fund – state sales and use tax (3c)*
- Agreement with Black Ball Transportation, Inc.
- Agreement amendment 1 with Clallam County PUD for American Rescue Plan Act Funds
- Agreement amendment 1 Clallam County Economic Development Council for American Rescue Plan Act funds
- Review the "How Did We Do" reports comparing each month's actual performance against the 2021 Annual Budget

Meeting adjourned at 10:45 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, December 21, 2021. Also present were Commissioners Johnson and Peach and Administrator Sill. All appeared by video.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

PUBLIC COMMENT

- Kenneth Reandeau, Port Angeles, commented on 1590 funding.
- Ed Bowen, Clallam Bay, commented on item 3a and BOCC meetings during the week of December 27.

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of December 20 – 24, 2021
Page 2

CONSENT AGENDA

- 1a Approval of vouchers for the week of December 13
- 1b Approval of payroll for the period ending November 30
- 1c Approval of minutes for the week of December 13

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

REPORTS AND PRESENTATIONS

- CRJ commented on Nuisance Ordinance and Forest Service road closures in Forks.
- CBP commented on City of Port Angeles 911 and 2021 Wreaths Across America Ceremony.
- CMO commented on CRAB Board appointment, Juneteenth – County Holiday, week of December 27 BOCC meeting schedule, Sequim City manager and Carlsborg Deep Well Project.

CONTRACTS AND AGREEMENTS

- 2a Agreement with Department of Commerce for the 20210 Violence Against Women STOP Grant

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2b Agreement Amendment 1 with Department of Ecology Marine Resources Committee Operations

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2c Agreement with Black Ball Transportation, Inc.

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2d Agreement amendment 1 with Clallam County PUD for American Rescue Plan Act Funds

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2e Agreement amendment 1 Clallam County Economic Development Council for American Rescue Plan Act funds

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2f Agreement with PAVE for Family and Navigation and Resources Program

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2g Agreement with Morningside for Eye on Empowerment Program

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2h Agreement with Morningside for Digital Literacy Program

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2i Agreement with Clallam Mosaic for Clallam Parent to Parent Support Program

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2j Agreement with First Step Family Support Center for Supported Parenting Program

ACTION TAKEN: CRJm to approve, CBPs, mc

- 2k Agreement with Tacoma-Pierce County Health Department for food worker Card education platform services

ACTION TAKEN: CRJm to approve, CBPs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of December 20 – 24, 2021
Page 3

ADMINISTRATION

3a Resolution acknowledging receipt of final districting plan as submitted by the Districting Master(s) and approved by the Districting Commission

ACTION TAKEN: CRJm to adopt, CBPs, mc

3b Corrected Resolution appointing Raymond W. Kirk to the Marine Resources Committee

ACTION TAKEN: CRJm to adopt, CBPs, mc

3c Resolution creation of new agency fund – state sales and use tax

ACTION TAKEN: CRJm to adopt, CBPs, mc

COMMUNITY DEVELOPMENT

4a Change order for the Lower Dungeness Floodplain Restoration Project

ACTION TAKEN: CRJm to approve, CBPs, mc

4b Call for hearing to be held Tuesday, January 11, 2022 at 10:30 a.m. regarding the Shoreline Master Program

ACTION TAKEN: CRJm to issue notice, CBPs, mc

PUBLIC WORKS

5a State of Washington Resolution designating applicant agent form for Dungeness Off-channel Reservoir Project

ACTION TAKEN: CRJm to adopt, CBPs, mc

5b Resolution in support of the Dungeness Reservoir Irrigation Conveyance Improvement Project

ACTION TAKEN: CRJm to adopt, CBPs, mc

HEARING(S)

H1 Ordinance repealing Clallam County Code Chapter 5.18 Lease Agreement with the City of Forks January 1, 1990 through December 31, 1999

- ARS, read the agenda item summary into the record.

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

- CMO noted no one made comment.

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

H2 Consideration of resolution adopting the following Debatable Emergencies:

Public Works – Flood – Final Payroll of 2021 expenditures will be larger than budgeted for/\$2,000

Sheriff – Emergency Services – Additional Funds needed for emergency clean up support due to recent storms/\$25,000

Information Technology – Additional funds required to cover anticipated short-fall in overtime/\$10,000

- ARS, read the agenda item summary into the record.

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

- CMO noted no one made comment.

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

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on public comment session in January, North Pacific Coast Lead Entity, and Forest Service road closures in Forks.

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of December 20 – 24, 2021
Page 4

Meeting concluded at 10:45 a.m. and continued to 10 a.m., Tuesday, December 28, 2021.

There are no Zoom chat logs for the week of December 20.

The Board of Commissioners attended WSAC Virtual COVID update and Board of Health Meeting during the week of December 20.

PASSED AND ADOPTED this 4th day of January 2022.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

KEY TO ABBREVIATIONS:

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

m moved
mc motion carried
s seconded



BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of December 27 – 31, 2021

10
1/4/22

WORK SESSION

The work session for scheduled for Monday, December 28, 2021 was cancelled.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, December 28, 2021. Also present were Commissioners Johnson and Peach and Administrator Sill. All appeared by video.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA

1a Approval of vouchers for the week of December 20

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

Meeting concluded at 10:04 a.m. and continued to 10 a.m., Monday, January 3, 2022.

There are no Zoom chat logs for the week of December 27.

The Board of Commissioners attended WSAC Virtual COVID update and William Shore Memorial Pool District Meeting during the week of December 27.

PASSED AND ADOPTED this 4th day of January 2022.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

KEY TO ABBREVIATIONS:

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

m moved
mc motion carried
s seconded



AGENDA ITEM SUMMARY

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

2a
1/4/22

Department: IT / GIS

WORK SESSION ☒ Meeting Date: December 20

REGULAR AGENDA ☒ Meeting Date: January 4

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # P.O. GIS20211206 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

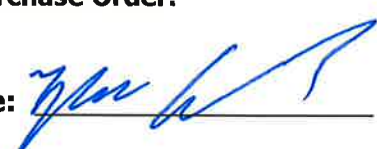
Upgrade to GIS Services

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 submittal is for signature nly by BOCC. Project was previously presented, discussed and approved in June 2021. Funds for this ESRI upgrade to County geospatial and visioning are available in existing 2021 IT CapitalUpgrade budget. BOCC signature is needed on P.O. as amount is over Department signatory limit.

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

Request BOCC sign attached approved Purchase Order.

County Official signature & print name:  Mark Doten, IT Director

Name of Employee/Stakeholder attending meeting: M. Doten and/or C. Theismann

Relevant Departments: _Information Technology / Graphic Information System__

Date submitted: December 15, 2021

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



CLALLAM COUNTY
Information Technology Department
223 East Fourth Street, Suite 13 Port Angeles, WA 98362-3015 360.417.2346
Mark Doten

12/06/2021

ESRI Inc. (0000532)

380 New York Street

Redlands, CA 92373

Attn: Cara Golde cgolde@esri.com

Phn: 909.793.2853 ext 6183

Fax: 909-793-4801

P.O.#.....

Budget#...

SRF#.....

Dept.....

For.....

GIS20211206

30701.411.59418.64.1290

N/A

Geographic Information Systems
(GIS)

ESRI Enterprise Advantage Program
(EEAP)

ESRI Enterprise Advantage program - upgrade to GIS services for Clallam County

Dear Cara:

Please place on-order for Clallam County the following:

Mfg Part#	Description	Price	Qty	Extension
97717	ESRI Enterprise Advantage program (EEAP) - visioning and geospatial enablement. per Quotation #Q-449566	95,400.00	1	95,400.00

Subtotal: 95,400.00

8.8% Tax: 0.00

Shipping: 0.00

Total: 95,400.00

Please apply any additional bid discounts and confirm the availability. **Please bill and ship to the Information Technology Department. Do not ship partial. Please ship complete unless otherwise notified.**

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Doten".

Mark Doten

Information Technology Director

Rich Sill

Clallam County Administrator

Mark Ozias

Clallam County Board of
Commissioners



380 New York Street
Redlands, CA 92373
Phone: (909) 793-2853

Invoice : 96383363 ✓ Document date : 12/07/2021
Order : 40045074 Delivery :
Customer : 10428
Customer PO : GIS20211206
P.O. Date : 12/06/2021
End User : 10428 County of Clallam
Project : PSE.D020993000 U.C.C. 4160

Invoice

Page : 1

Bill to:

County of Clallam
GIS Dept
co IT Dept
223 E 4th St Ste 13
Port Angeles WA 98362

Ship to:

County of Clallam
Community Development Dept
Courthouse
223 E 4th St Ste 5
Port Angeles WA 98362-3000

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

This invoice is in reference to the Esri Advantage program. For any questions regarding this invoice, please contact Advantageprograminvoicing@esri.com.

Item Subtotal 95,400.00

Total: USD 95,400.00

amt: \$95,400

inv# 96383363

util# 0000532

BARS 30701.4115948.64.1290

P.O.# GIS20211206

Esri EEAP - GIS/IT positioning
and Geospatial Enablement

FEIN: 95-2775732

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance



Remit Payment to:
Environmental Systems Research Institute, Inc.

By Check:
P.O. Box 741076
Los Angeles
CA 90074-1076

Electronic Instructions:
Bank: Bank of America
Wire ABA: 026009593
ACH ABA: 121000358

Acct#: 1496150335

County of Clallam
GIS Dept
co IT Dept
223 E 4th St Ste 13
Port Angeles WA 98362

Invoice: 96383363 Document Date: 12/07/2021
Payer: 10428 Total: USD 95,400.00



Quotation # Q-449566

Date: December 2, 2021

Customer # 10428 Contract #

County of Clallam
GIS Dept
223 E 4th St Ste 13
Port Angeles, WA 98362-3000

ATTENTION: Chad Theismann
PHONE: 360-417-2260
EMAIL: ctheismann@co.clallam.wa.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 8/25/2021 To: 2/21/2022*

Material	Qty	Term	Unit Price	Total
97717	1	Year 1	\$95,400.00	\$95,400.00

Esri Enterprise Advantage Program (EEAP) - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one-day annual planning session; up to 100 Technical Advisor hours; Quarterly Technology Webcasts and 100 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>. All travel specified in this quote is subject to Esri's business continuity measures regarding COVID-19, including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.

Subtotal:	\$95,400.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$95,400.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Heather Glock

Email:
hglock@esri.com

Phone:
909-793-2853 x8948

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

GLOCKH

This offer is limited to the terms and conditions incorporated and attached herein.

Advantage Program Agreement



Agreement No. _____

This Advantage Program Agreement ("**Agreement**") is between the entity shown below ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement sets forth the terms under which Esri provides the Advantage Program to the Customer. This Agreement does not apply to Software, Online Services, Data, or Maintenance, or to development Professional Services. The terms of use for these Esri Offerings are set forth in the applicable signed master agreement or, if the Customer has no such agreement, the terms of Esri's Master Agreement found at <https://www.esri.com/legal/software-license>.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

CLALLAM COUNTY, INFO TECH / GIS DEPT

(Customer)

Legal Address: 223 E. 4th Street, Suite 13

By: Mark Doten

Authorized Signature

Printed Name: MARK DOTEN

Title: I.T. DIRECTOR

Date: DEC. 6, 2021

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (Esri)

380 New York Street, Redlands, CA 92373-8100

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Customer Contact Information

Contact: MARK DOTEN, I.T. DIRECTOR

Telephone: 360-417-2345

Address: 223 E. 4TH ST., STE 13

Fax: _____

City, State, ZIP: PORT ANGELES, WA 98382

Email: MDOTEN@CO.CLALLAM.WA.US

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 PROFESSIONAL SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Invention(s)"** means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.
- b. **"Inventor(s)"** means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.
- c. **"Professional Service Package(s)"** means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

2.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

2.3 Task Orders and Project Schedule.

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.

- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

3.0 ESRI MANAGED CLOUD SERVICES

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

3.2 Provision of Esri Managed Cloud Services.

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

4.0 TRAINING

4.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the Customer's learning management system.

- c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their learning management system.
- d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.

4.2 Permitted and Prohibited Uses.

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

4.3 Esri's Responsibilities.

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

4.4 Customer's Responsibilities.

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;

- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
 - 1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
 - 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
 - 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

4.5 Student Registration and Training Event Change Policy.

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

4.6 Invoicing; Prepaid Fees.

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This section 7.6 does not apply to Training provided under the Advantage Program.

4.7 Availability and General Provision of Wireless Service

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

4.8 Esri E-Learning in the Customer's Learning Management System

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/en-us/legal/overview>

- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/en-us/legal/overview>

5.0 ADVANTAGE PROGRAM

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services" or "PSS"** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

5.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

5.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____

Address: _____

City, State, ZIP: _____

Email: _____

Telephone: _____

Fax: _____

5.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

5.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

5.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all EMCS offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

5.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Customer will use Learning and Services Credits for travel and per diem expenses.

5.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

5.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

5.10 Invoicing.

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

5.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and Esri Managed Cloud Services.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"Online Services" means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

"Perpetual License" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Product(s)" means Software, Data, and Online Services.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"Service(s)" means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

"Software" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Specification(s)" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"Task Order(s)" means an Ordering Document for Services.

"Term License" means a license for use of an Esri Offering for a limited time period ("**Term**").

"Third-Party Content" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Training" means (i) Product training or (ii) related training that Esri provides under this Agreement.

"Training Materials" means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

"Value-Added Application(s)" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity.

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 1. Premises and operations;
 2. Blanket contractual liability;
 3. Broad form property damage;
 4. Independent contractors;
 5. Personal injury, with employee exclusion deleted; and
 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <https://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any

necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/overview>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a

commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement.

Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

Signature: Mark Doten
Mark Doten (Dec 7, 2021 11:59 PST)

Email: mdoten@co.clallam.wa.us

CountyofClallamWAAProgram

Final Audit Report

2021-12-07

Created:	2021-12-07
By:	TESS TEEL (TTEEL@CO.CLALLAM.WA.US)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0FaSrPwxPH_ssSynl2yHdEnz2p4mfZZD

"CountyofClallamWAAProgram" History

-  Document created by TESS TEEL (TTEEL@CO.CLALLAM.WA.US)
2021-12-07 - 7:57:15 PM GMT- IP address: 107.77.205.216
-  Document emailed to Mark Doten (mdoten@co.clallam.wa.us) for signature
2021-12-07 - 7:58:01 PM GMT
-  Email viewed by Mark Doten (mdoten@co.clallam.wa.us)
2021-12-07 - 7:58:52 PM GMT- IP address: 64.146.218.98
-  Document e-signed by Mark Doten (mdoten@co.clallam.wa.us)
Signature Date: 2021-12-07 - 7:59:32 PM GMT - Time Source: server- IP address: 64.146.218.98
-  Agreement completed.
2021-12-07 - 7:59:32 PM GMT



AGENDA ITEM SUMMARY

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

26
1/4/22

Department: Health and Human Services

WORK SESSION ☒ Meeting Date: December 20, 2021

REGULAR AGENDA ☒ Meeting Date: January 4, 2022

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is the 2022-2024 Washington State Department of Health Consolidated Contract for Public Health Services. Health and Human Services receives the majority of its program funding from State and Federal funds received via this Consolidated Contract. Programs are ongoing functions of the department but because this is a new contract period there are additional forms to approve.

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?)

Approve and move to regular BOCC meeting for final signature.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: December 15, 2021

* Work Session Meeting - Submit 1 single sided/not stapled copy 11301-22-CONCON (new contract) Agenda Item Summary
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

January 1, 2022 – December 31, 2024

CONSOLIDATED CONTRACT

Between

**STATE OF WASHINGTON
DEPARTMENT OF HEALTH**

And

Clallam County Health & Human Services

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CONSOLIDATED CONTRACT
between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
(Referred to as "DOH")
and
CLALLAM COUNTY HEALTH & HUMAN SERVICES
(Referred to as "LHJ")
for

THE DELIVERY OF PUBLIC HEALTH SERVICES
FOR THE PERIOD OF

January 1, 2022 through December 31, 2024

1. Purpose

This Contract is entered into in accordance with RCW 43.70.512, RCW 43.70.515, the general statutory powers of the Secretary of the Department of Health (DOH), including at RCW 43.70.020 and .43.70.040, the general statutory powers of local health jurisdictions (LHJs), including at RCW 70.05.060, RCW 70.05.070, RCW 70.08.020, and RCW 70.46.060, the authority for joint or cooperative action provided for under chapter 39.34 RCW, and the LHJ's home rule charter authority. The purpose of this Contract is to define the parties' joint and cooperative relationship. The contract and all statements of work adopted under its provisions are intended to facilitate the delivery of public health services to the people in Washington State. This Contract is the result of cooperative planning efforts between the LHJ and DOH.

2. Statements of Work

The individual program activities, requirements, and outcomes/deliverables to be achieved by the parties under this Contract shall be mutually agreed to and issued as Exhibit A, Statements of Work, subsequent to the execution of this Contract. The LHJ shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work as set forth.

3. Exhibits

This Contract shall incorporate mutually agreed to and issued amendments throughout the Contract term, as the following Exhibits:

- Exhibit A - Statements of Work
- Exhibit B - Allocations

4. Definitions

As used throughout this Contract and unless amended for a particular Statement of Work, the following terms shall have the meanings set forth below:

"Assistance Listing Number": The unique identifying code assigned to a federal assistance program which identifies the awarding agency.

"Budget, Accounting, and Reporting System (BARS)": The system designed by the State Auditor's office for collecting, consolidating, and reporting financial budgeting and accounting information from all local governmental units.

"Client": An agency, firm, organization, individual or other entity applying for or receiving services provided by the LHJ under this Contract.

"Confidential Information": Information protected from disclosure under federal or state law.

"Contract Coordinator": Each party's designated contact for all notices required or permitted under this Contract.

“Contracting Officer”: The DOH Contracts and Procurement Office Director and his/her delegates within that office authorized to execute this agreement on behalf of DOH.

“Contractor”: An entity that provides goods or services to DOH and others. A contractor normally operates its business in a competitive environment, provides its goods and/or services to many different purchasers during normal business hours, and is not subject to the compliance requirements of the federal program.

“Equipment”: When used in this Contract is defined as an article of non-expendable, tangible property other than land, buildings, or fixtures which is used in operations and having a useful life of more than one year and an acquisition cost of \$5,000 or more, or as otherwise stated.

“Federal Assistance”: Assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, or direct appropriations, but does not include direct federal cash assistance to individuals.

“Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act)”: A federal act to make information available online so the public can see how federal funds are spent.

“Fixed Assets”: Fixed assets are property and/or equipment obtained through donation, gift, purchase, capital lease, or construction with a service life of more than one year.

“Program Contact”: Each party’s designated contact for those purposes identified in the Exhibit A, Statements of Work.

“Subcontractor”: Any individual or group contracted with the LHJ to perform all or part of the services included in this Contract. This term will also apply to situations where an LHJ’s subcontractor contracts with another individual or group to perform all or part of the services included in its agreement with the LHJ.

“Subrecipient” or “Subgrantee”: A non-federal entity that receives a subaward of federal grant money or goods directly or indirectly from DOH and makes decisions regarding who can receive what federal assistance; has its performance measured against the objectives contained in the DOH agreement with the federal government; makes decisions on how to operate the program to accomplish the program goals; has the obligation to comply with federal subrecipient requirements; and/or use federal funds to carry out a program for the public purpose specified in the authorizing statute.

5. Funding and Billing

- A. DOH shall pay the LHJ for services as set forth in Exhibit A, Statements of Work, not to exceed funding amounts as detailed in Exhibit B, Allocations (as executed).

The LHJ will advise the Program Contact identified in the applicable Statement of Work in writing 90 calendar days prior to the end of the funded period, or as soon as practicable thereafter, if the LHJ anticipates not using all Contract funding.

- B. If the Exhibit A, Statement of Work, is supported by federal funds that require compliance with FFATA (the Transparency Act), the corresponding checkbox on the statement of work will be checked.
- C. Total consideration for this Contract shall be modified by mutually agreed to amendments issued on a periodic basis.

The LHJ will submit accurate and timely billings which, for clarity and consistency, will be prepared using the form provided and following the instructions located on the DOH website, www.doh.wa.gov. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

D. The LHJ will submit a DOH BARS Financial Report on a DOH-provided template by April 15th for the prior calendar year.

6. Contract Management

Unless otherwise specified in the Contract, the following individuals are the contacts ("Contract Coordinators") for all notices required or permitted under this Contract:

LHJ Contract Coordinator:	DOH Contract Coordinator:
Name: Kevin LoPiccolo	Name: Brenda Henrikson
Title: Director	Title: Contracts Specialist
Mailing Address:	Mailing Address:
111 E. 3 rd Street Port Angeles, WA 98362-3018	PO Box 47905 Olympia, WA 98504-7905
Physical Address:	Physical Address:
Same as above.	101 Israel Rd SE Tumwater, WA 98501-5570
Phone: 360-417-2523 Fax: 360-417-2583	Phone: 360 -236-3933
Email Address: klopiccolo@co.clallam.wa.us	Email Address: brenda.henrikson@doh.wa.gov

A party may change its Contract Coordinator or its Program Contact by providing written notice to the other party. DOH Program Contacts can be found in the Exhibit A, Statements of Work.

7. Access to Records

To the extent authorized by applicable federal and state law, the parties shall provide access to records relevant to this Contract to each other, the Joint Legislative Audit and Review Committee, the State Auditor, and authorized federal officials, at no additional cost. Inspections shall occur at reasonable times and upon reasonable notice.

8. All Writings Contained Herein

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. The individuals signing this Contract and subsequent amendments certify by their signatures that they are authorized to sign this Contract on behalf of their respective entity.

9. Assignment

Except for subcontracting as authorized in this Contract, the LHJ shall not assign or delegate, in whole or in part, this Contract or any of its rights, duties, obligations, or responsibilities, without the prior written consent of DOH's Contracting Officer, which consent shall not be unreasonably withheld.

10. Assurances

The parties agree that all activity pursuant to this Contract shall be in accordance with all applicable current federal, state and local laws, rules, and regulations.

The LHJ acknowledges its agreement to comply with federal certifications and assurances by signing and returning the following:

1. Standard Federal Certifications and Assurances (page 11)
2. Federal Assurances for Non-Construction Programs (page 15)

11. Confidential Information

The parties agree to comply with all state and federal statutes and regulations relating to Confidential Information. DOH and LHJ will limit access to the Confidential Information to the fewest number of people necessary to complete the

work. Everyone having access to Confidential Information covered by this Contract must agree to protect the confidentiality of the information.

Either party to this Contract may designate certain Confidential Information as "Confidential Information/Notice Requested." The designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information. If a third-party requestor seeks information that has been marked "Confidential Information/Notice Requested," notice shall be given to the marking party prior to release of the information. Such notice shall be provided to the program contact no less than five (5) business days prior to the date of disclosure, to allow the party objecting to disclosure to seek a protective order from the proper tribunal.

DOH and LHJ agree to establish, document and maintain security practices and safeguards consistent with state and federal laws, regulations, standards, and guidelines to prevent unauthorized access, use, or disclosure of Confidential Information in any form. In accordance with federal and state contracting requirements, DOH may monitor, audit, or investigate LHJ management of Confidential Information relating to this Contract. Working together, the LHJ and DOH may use any and all tools available to track Contract related Confidential Information.

If one of the parties becomes aware of an actual or suspected breach of confidentiality, that party will promptly notify the Contract Coordinator for the other party of the facts. The parties will work within their respective organizations to take any steps necessary to determine the scope of the breach and to restore reasonable security to the Confidential Information. Both parties agree to mitigate any known harmful effects of a breach in confidentiality, including notifying affected individuals to the extent required by law. The parties will also reasonably cooperate with law enforcement as appropriate.

12. Ethics

Both parties and their officers shall comply with all ethics laws applicable to their activities under this Contract, including Chapters 42.23 and 42.52 RCW. If a violation occurs and is not cured within a reasonable time after notice, the other party shall have the right to terminate this Contract. This section is expressly subject to the Disputes section of this Contract.

13. Debarment Certification

The LHJ, by signing this Contract, certifies that the LHJ is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal department or agency. The LHJ also agrees to include the above requirement in all subcontracts into which it enters. The LHJ will notify DOH of any such events that may occur during the term of the Contract.

14. Disputes

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in good faith in non-binding mediation. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service located in Washington State that selects a qualified mediator for the parties. Each party shall bear its own costs for mediation and each party shall contribute equally to the mediator's fee, if any. The parties agree that mediation shall precede any action in a judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

15. Equipment Purchases

Equipment purchased by the LHJ for use by the LHJ or its subcontractors during the term of this Contract using federal funds, in whole or in part, shall be the property of the LHJ. The use, management and disposal of the equipment must comply with federal requirements. These requirements are found in the Office of Management and Budget's (OMB's) Uniform Guidance, Title 2 Code of Federal Regulations Part 200 (2 CFR 200) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or are included in the federal funding agency's regulations.

16. Governing Law and Venue

The laws of the state of Washington govern this Contract. In the event of a lawsuit by the LHJ against DOH arising under this Contract, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DOH against the LHJ arising under this Contract, venue shall be proper only in the county in which the LHJ is located or in either of the two nearest judicial districts within the meaning of RCW 36.01.050.

17. Independent Capacity

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

18. Insurance

The LHJ certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverages sufficient to cover obligations under this Contract. Each party shall pay for losses for which it is found liable. The LHJ agrees to require all subcontractors to maintain insurance in types and with limits as may be determined by the LHJ and/or its risk manager, unless the LHJ and DOH agree otherwise.

19. Licensing, Accreditation, and Registration

The LHJ shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards, necessary for the performance of this Contract.

20. Maintenance of Records

Each party to this Contract shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by it. All books, records, documents, and other material relevant to this Contract will be retained for six (6) years after expiration. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. Both parties agree to continue protecting records until such time as the information is destroyed in accordance with applicable state and federal records retention laws.

21. Modifications and Waivers

This Contract, or any term or condition, may be modified only by a written amendment signed by the DOH Contracting Officer and the authorized representative for the LHJ. Either party may propose an amendment.

Failure or delay on the part of either party to exercise any right, power, privilege or remedy provided under this Contract shall not constitute a waiver. No provision of this Contract may be waived by either party except in a writing signed by the DOH Contracting Officer or the authorized representative of the LHJ.

22. No Third-Party Rights Created

This Contract, or any program hereunder, is entered into solely for the benefit of the two parties thereto and shall not be construed as giving rise to any right, remedy or expectancy of any kind or nature on the part of any third party.

23. Nondiscrimination

During the performance of this Contract, the LHJ and DOH shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the LHJ's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the LHJ may be declared ineligible for further contracts with DOH. The LHJ 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.

24. Order of Precedence

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

- Applicable state and federal statutes, and local laws, rules and regulations.
- Terms and conditions of this Contract.
- Statements of Work.
- Any other provisions of this Contract, including other materials incorporated by reference.

25. Ownership of Material/Rights in Data

Records and other documents relevant to this Contract, in any medium, furnished by one party to this Contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. Data which is delivered under the Contract shall be transferred to DOH with a nonexclusive, royalty-free, perpetual, irrevocable license to publish, translate, reproduce, modify, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the LHJ has a right to grant such a license. The LHJ shall exert all reasonable effort to advise DOH, at the time of delivery of data furnished under this Contract, 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 Contract. DOH shall receive prompt written notice of each notice or claim or copyright infringement received by the LHJ with respect to any data delivered under this Contract. DOH shall have the right to modify or remove any restrictive markings placed upon the data by the LHJ, provided that if DOH modifies or removes such markings without the LHJ's approval, it assumes all liability for doing so.

26. Publications

Any program reports, articles, and publications that result from information gathered through use of state and federal funds must acknowledge receiving support from DOH and/or the appropriate federal agencies. Correspondingly, such documents resulting from information gathered through use of local funds must acknowledge receipt of such local support.

27. Responsibility for Actions

Each party to this Contract shall be solely responsible for the acts and omissions of its own officers, employees, and agents in the performance of this Contract. Neither party to this Contract will be responsible for the acts and omissions of entities or individuals not party to this Contract. DOH and the LHJ shall cooperate in the defense of tort lawsuits, when possible.

28. Loss or Reduction of Funding

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, DOH may elect to suspend or terminate the contract, in whole or in part, under the "Termination for Convenience" clause with a ten (10) business day notice to LHJ, to the extent possible, subject to renegotiation at DOH's discretion under those new funding limitations and conditions.

29. Severability

If any term or condition of this Contract is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Contract, provided, however, that the remaining terms and conditions can still fairly be given effect.

30. Subcontracts

Unless specifically noted as not allowable within a Statement of Work, the LHJ may subcontract any or all of the services or other obligations specified in this Contract. The LHJ will require the subcontractor to comply with all the applicable terms and conditions of this Contract, including all terms, conditions, certifications and assurances. The LHJ agrees it is responsible for assuring adequate performance on the part of the subcontractor.

The parties agree that all subcontractors must be responsible for any liabilities created by their actions or omissions. In the event DOH, LHJ, and subcontractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission, then each entity shall be responsible for its proportionate share.

31. Subrecipient

For those activities designated as “subrecipient” in Exhibit A, Statements of Work, the LHJ must comply with applicable federal requirements, including but not limited to OMB’s Uniform Guidance at 2 CFR 200, Subparts D (Post Federal Award Requirements), E (Cost Principles) and F (Audit Requirements), and program specific federal regulations. If the LHJ expends \$500,000 or more in federal awards from all sources, it is responsible for obtaining appropriate audits. If the LHJ expends \$750,000 or more in federal grants or awards from all sources, it is responsible for obtaining the required single audit.

32. Survivability

The terms and conditions contained in this Contract, which by their sense and context are intended to survive the expiration of the Contract, shall survive. Surviving terms include, but are not limited to: Access to Records, Confidential Information, Disputes, Responsibility for Actions, Maintenance of Records, Ownership of Material/Rights in Data, Subcontracts, Termination for Convenience, Termination for Default, and Termination Procedure.

33. Term

This Contract will be in effect following execution by the parties from January 1, 2022 through December 31, 2024, unless terminated earlier as provided herein.

34. Termination for Convenience

Except as otherwise provided in this Contract, either party may terminate or suspend this Contract, or any program hereunder, for convenience by providing at least thirty (30) days’ advance written notice to the other party.

If DOH elects to suspend the Contract, in whole or in part, LHJ shall stop work as of the effective date of DOH’s written notice of suspension. During suspension, each Party will reasonably notify the other of any conditions that may affect resumption of performance. Upon DOH’s written notice to resume performance, LHJ shall resume work unless the LHJ provides notice to DOH that services cannot be resumed. If LHJ cannot resume performance, the Contract or affected Exhibit A, Statement of Work, will be deemed terminated upon the date the LHJ received notice to suspend performance.

35. Termination for Default

(a) In the event of a default by either party under this Contract, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Contract, or any program hereunder, if the default is not cured within thirty (30) days of the date of the notice, or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Contract is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

(b) A disputed termination for default is expressly subject to the Disputes section of this Contract.

36. Termination Procedure

Upon termination DOH may require the LHJ to deliver to DOH any non-LHJ-owned equipment, data, or other property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

DOH shall pay to the LHJ the agreed upon price, if separately stated, for completed work and services accepted by DOH. In addition DOH shall pay the amount determined by DOH’s Contracting Officer for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by DOH, and (d) the protection and preservation of the property. Disagreement by the LHJ with the determination of DOH’s Contracting Officer that relates to the obligations or amounts due to the LHJ shall be considered a dispute within the meaning of the “Disputes” clause of this Contract. DOH may withhold from any amounts due the LHJ for such completed work or services such sum as DOH’s Contracting Officer reasonably determines to be necessary to protect DOH against potential loss or liability. The rights and remedies of DOH provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a written notice of termination, the LHJ shall:

- Stop work under the Contract on the date and to the extent specified in the notice;
- Place no further orders or subcontracts for materials, services, or facilities, except as necessary to complete such portion of the work not terminated;
- Assign to DOH, to the extent reasonably directed by DOH's Contracting Officer and to the extent that the LHJ has the legal right to do so, all of the right, title, and interest of the LHJ under the orders and subcontracts in which case DOH has the right, at its reasonable discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of orders or subcontracts, with the approval or ratification of DOH's Contracting Officer to the extent he/she may reasonably require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to DOH and deliver, as reasonably directed by DOH's Contracting Officer, any property which, if the Contract had been completed, would have been required to be furnished to DOH;
- Complete performance of such part of the work not terminated by DOH's Contracting Officer; and,
- Take such action as may be necessary, or as DOH's Contracting Officer may reasonably direct, for the protection and preservation of the property related to this Contract which is in the possession of the LHJ, or its subcontractors, and in which DOH has or may acquire an interest.

IN WITNESS WHEREOF, the parties have executed this Contract.

CLALLAM COUNTY HEALTH & HUMAN SERVICES	STATE OF WASHINGTON DEPARTMENT OF HEALTH
Signature:	Signature:
Title:	Title:
Print Name:	Print Name:
Date:	Date:

Approved as to form only by:



Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

Standard Federal Certifications and Assurances

Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. Have not within a 3-year period preceding this contract 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The Dangers of drug abuse in the workplace;
 - 2) The contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1) above;
- D. Notifying the employee in the statement required by paragraph 1), above, that, as a condition of employment under the contract, the employee will:
 - 1) Abide by the terms of the statement; and

- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph D. 2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph D. 2) with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (E) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
 Department of Health – Office of Financial Services
 PO Box 47901
 Olympia, WA 98504-7901

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, 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 DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph F. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

- A. The contractor certifies to the best of its knowledge and belief, that it and its principals:
 - 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 contract 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 (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 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 A.2. of this certification; and
 - 4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

AUTHORIZED SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
PLEASE PRINT OR TYPE NAME:	DATE

Federal Assurances – Non-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. § 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. § 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Uniform Guidance at 2 CFR 200, Subpart F.
18. Will comply with 2 CFR 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment – as amended effective August 13, 2020, and any amendments to this section thereafter.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

AUTHORIZED SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
PLEASE PRINT OR TYPE NAME:	DATE

Federal Funding Accountability and Transparency Act Data Collection Form

This contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent. To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System number (DUNS®). If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com. The Department of Health (DOH) also encourages registration with the System for Award Management (SAM) to reduce data entry by both DOH and your organization. You may register with SAM free of charge at www.sam.gov. Information about your organization and this contract will be reported by DOH to the federal government as required by P.L. 109-282. This information will then be made available to the public by the federal government on USASpending.gov.

SUBRECIPIENT

1. Legal Name	2. DUNS Number
3. Principle Place of Performance	
3a. City	3b. State
3c. Zip+4	3d. Country

4. Are you registered in SAM? ☐ YES (skip to signature block. Sign, date and return) ☐ NO

5. In the preceding fiscal year did your organization:

- a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**
- b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**
- c. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

☐ NO (skip to signature block. Sign, date and return)

☐ YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).

Name of Official	Total Compensation
1.	
2.	
3.	
4.	
5.	

Note: "Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

By signing this document, the Authorized Representative attests to the information.

Subrecipient's Authorized Representative Sign & Date

DOH will not endorse your subaward until this form is completed and returned.

Federal Funding Accountability and Transparency Act Data Collection Form

FOR DEPARTMENT OF HEALTH USE ONLY

DOH Contract Number **CLH31005**

Contract Description (see instructions and example below)

Instructions for Contract Description:

In the first line of the description provide a title for the subrecipient contract that captures the main purpose of the work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the work, how the funds will be used, and what will be accomplished.

Example of a Contract Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.



AGENDA ITEM SUMMARY

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

2c
1/4/22

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 01.04.22**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11323-22-23-CGC | |
| ☐ 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 Cedar Grove Counseling Inc. (CGCI) for the Wraparound Services Program. The Wraparound Services Program provides recovery support services to clients to remove the common barriers to short and long-term success in SUD treatment in both Forks and Port Angeles. This includes vocational and educational supports, assistance obtaining sober housing, assistance with transportations to and from treatment appointments, self-help meetings, mental health and medical appointments and job interviews. This contract is effective January 1, 2022 through December 31, 2023 in the amount of \$48,000.00.

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 the 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:  Jenny Oppelt

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

Relevant Departments: Health and Human Services

Date submitted: 12.29.21

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

**PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND**

This AMENDMENT is entered into and effective January 1, 2022 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and CEDAR GROVE COUNSELING, INC., 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: Cedar Grove Counseling, Inc.
806 S. Vine Street
Port Angeles, WA 98362

Phone: 360-808-1325

Contact Person: Jonathan Schenefeld
Contract Administrator
jonathan@cedargroves.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 2022-2023 WRAPAROUND SERVICES PROGRAM Appendix A, Statement of Work and Budget, attached for a maximum consideration of \$48,000.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____, 2022.

CEDAR GROVE COUNSELING, INC.:

BOARD OF CLALLAM COUNTY COMMISSIONERS:

Authorized Signature

Mark Ozias, Chair

Print name:

Title:

Date: 12/28, 2021

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

ATTEST:

Loni Gores, Clerk of the Board

**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, unless terminated as provided elsewhere in the Agreement, from January 1, 2022 through December 31, 2023.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2022 -2023 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 **\$48,000.00**. 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 30, 2022, July 31, 2022, September 30, 2022, January 31, 2023, April 30, 2023, July 31, 2023, September 30, 2023, and January 31, 2024). 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 Contractor'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 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 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 Recovery Support Services to clients to remove the common barriers to short and long-term success in substance use disorder (SUD) treatment. Services will be provided in Port Angeles and Forks. Contractor will offer the following support services:

- Vocational and Educational supports such as documentation, textbooks, and clothing.
- Assistance obtaining sober housing.
- Assistance with transportation to and from treatment appointments, self-help meetings, mental health and medical appointments and job interviews.
- Goal: 120 non-duplicating individuals identified and provided services per program year, with 100% of those participants who need mental health and recovery support services will receive them provided they choose to engage in those services.

Mileage will be reimbursed at the current federal rate (\$0.56).

Maximum consideration for this contract is \$48,000.00.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be submitted on the county provided invoice, accompanied with an original signature, and required to include backup for reimbursement that supports all services being billed.

BUDGET/FEE SCHEDULE

January 1, 2022 – December 31, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Transportation	\$6,000.00
Vocation/Education Support	\$6,000.00
Sober Housing	\$12,000.00
TOTAL	\$24,000.00

January 1, 2023 – December 31, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Transportation	\$6,000.00
Vocation/Education Support	\$6,000.00
Sober Housing	\$12,000.00
TOTAL	\$24,000.00

Backup requires ID # or tracking that will enable the county to match records to billings when the county is onsite for monitoring visit(s).

Funding will be provided during two separate funding periods as documented above. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.



AGENDA ITEM SUMMARY

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

2d
1/4/22

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 01.04.22

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11323-22-23-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 (FSFSC) for the Parents As Teachers: Behavioral Health & Early Intervention program. The Parents as Teachers (PAT) program will provide evidence-based early prevention and intervention home visiting for families experiencing multiple risk factors in their lives while raising their children age 0-5. This contract is effective January 1, 2022 through December 31, 2023 in the amount of \$200,000.00.

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 the 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:  Jenny Oppelt

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

Relevant Departments: Health and Human Services

Date submitted: 12.29.21

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

**PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND**

This AMENDMENT is entered into and effective January 1, 2022 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 E 6th Street (PO Box 249)
Port Angeles, WA 98362

Phone: 360-457-8355

Contact Person: Venita (Nita) Lynn
Executive Director
fstep@olypen.com

This Agreement is comprised of:

Special Terms and Conditions

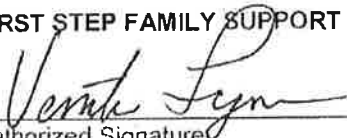
General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for PARENTS AS TEACHERS: BEHAVIORAL HEALTH AND EARLY INTERVENTION PROGRAM Appendix A, Statement of Work and Budget, attached for a maximum consideration of \$200,000.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____, 2022.

FIRST STEP FAMILY SUPPORT CENTER:


Authorized Signature

Print name: Venita Lynn

Title: Executive Director

Date: Dec. 22, 2021

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

**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, unless terminated as provided elsewhere in the Agreement, from January 1, 2022 through December 31, 2023.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2022 -2023 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 **\$200,000.00**. 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 30, 2022, July 31, 2022, September 30, 2022, January 31, 2023, April 30, 2023, July 31, 2023, September 30, 2023, and January 31, 2024). 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 Contractor 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 Contractor'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 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 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
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5. Professional Liability

\$ 2,000,000	Per Occurrence
\$ 2,000,000	Annual Aggregate
<u>or</u>	
\$ 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 early prevention and intervention home visiting program designed for families experiencing multiple risk factors in their lives while raising their children age 0-5. Home visitors (HV) will reach out to these families primarily in their homes a minimum of two times a month over a three year period of time bringing information, activities and referrals that address the families identified needs. Home visitors use a Family Assessment tool to identify family functioning and identify children's social/emotional development and cognitive and physical development.

The home visitors will:

- Bring information and educational materials to share with the family and provide emotional support to the families as the parents share their needs and concerns.
- Screen for depression in parents and if identified, HVs will provide referrals to physicians, therapists and Perinatal support groups. The support groups are facilitated by a certified parent educator trained in the evidence-based and trauma informed "Group Peer Support model".
- Home Visitors will use the NEAR Home Toolkit to identify and explore historical stressors that parent's experienced prior to parenting. This activity identifies Adverse Childhood Experiences (ACES) that family members have experienced and assists families to address these.
- Referrals will be made to behavioral health services, including community behavioral health and private licensed therapists. Referrals will also be made for substance abuse treatment in both in-patient and out-patient treatment centers, as well as local MAT programs when needed.

Through the behavioral health funding on average 22.25 families each month will receive home visits in 2022. On average 21.19 families each month will receive home visits in 2023. The behavioral health funding covers a portion of the PAT program.

Supplies will be used for group connections, child development activities, office supplies, postage, and printing.

Mileage will be reimbursed at the current federal rate per mile (\$0.56).

Maximum consideration for this contract is \$200,000.00.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be submitted on the county provided invoice, accompanied with an original signature, and required to include backup for reimbursement that supports all services being billed.

BUDGET/FEE SCHEDULE January 1, 2022 – December 31, 2022

SERVICE	RATE	MAXIMUM REIMBURSED BY COUNTY
Parent Educators		\$43,616.00
Co-Supervisors		\$12,526.50
Reflective Supervision		\$990.00
Fiscal Manager		\$5,656.00
Indirect on Salaries (10%)	-	\$6,278.85
Benefits	-	\$20,720.21
PAT Recertification	\$175/each	\$400.00
Cell Phone	-	\$1,800.00

PAT Dues/VisitTracker	-	\$1,750.00
Group/Program Supplies	-	\$2,300.00
Travel Training	-	\$1,662.44
Mileage	\$0.56/mile	\$2,300.00
TOTAL	-	\$100,000.00

January 1, 2023 – December 31, 2023

SERVICE	RATE	MAXIMUM REIMBURSED BY COUNTY
Parent Educators		\$42,872.00
Co-Supervisors		\$12,200.00
Reflective Supervision		\$1,020.00
Fiscal Manager		\$5,825.60
Indirect on Salaries (10%)	-	\$6,191.76
Benefits	-	\$20,432.81
PAT Recertification	\$175/each	\$400.00
Cell Phone	-	\$1,800.00
PAT Dues/VisitTracker	-	\$1,750.00
Group/Program Supplies	-	\$2,807.83
Travel Training	-	\$2,200.00
Mileage	\$0.56/mile	\$2,500.00
TOTAL	-	\$100,000.00

Backup requires ID # or tracking that will enable the county to match records to billings when the county is onsite for monitoring visit(s).

Funding will be provided during two separate funding periods as documented above. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.



AGENDA ITEM SUMMARY

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

20
1/4/22

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 01.04.22

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11323-22-23-OPCC | |
| ☐ 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) for the REDisCOVERY Unfunded/Underfunded Bridge Care program. This program will provide proactive, reactive and co-response outreach to identify underserved community members with behavioral health needs. The program will provide bridge care for residents awaiting intake and service from traditional office-based service providers through person-centered, holistic, time-unlimited case management to successfully engage participants with behavioral health and other necessary services. This contract is effective January 1, 2022 through December 31, 2023 in the amount of \$290,000.00.

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 the 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:  Jenny Oppelt

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

Relevant Departments: Health and Human Services

Date submitted: 12.29.21

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

**PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND**

This AMENDMENT is entered into and effective January 1, 2022 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
Port Angeles, WA 98362

Phone: 360-457-4431
Fax: 360-452-9605

Contact Person: T. Scott Brandon
Executive Director
tsbrandon@opcclinic.org

This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

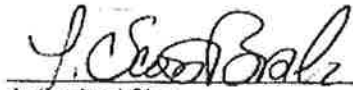
Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for REDISCOVERY UNFUNDED/UNDERFUNDED BRIDGE CARE Appendix A, Statement of Work and Budget, attached for a maximum consideration of \$290,000.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2022.

OLYMPIC PENINSULA COMMUNITY CLINIC:

BOARD OF CLALLAM COUNTY COMMISSIONERS:



Authorized Signature

Print name: T. SCOTT BRANDON

Title: EXECUTIVE DIRECTOR

Date: 17-DECEMBER, 2021

Mark Ozias, Chair

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

ATTEST:

Loni Gores, Clerk of the Board

**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, unless terminated as provided elsewhere in the Agreement, from January 1, 2022 through December 31, 2023.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2022 -2023 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 **\$290,000.00**. 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 30, 2022, July 31, 2022, September 30, 2022, January 31, 2023, April 30, 2023, July 31, 2023, September 30, 2023, and January 31, 2024). 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 Contractor 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 Contractor'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 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 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 REdisCOVERY Unfunded/Underfunded Bridge Care program will provide proactive, reactive and co-response outreach to identify underserved community members with behavioral health needs. Provide bridge care for residents awaiting intake and service from traditional office-based service providers. Provide person-centered, holistic, time-unlimited case management to successfully engage participants with behavioral health and other necessary services.

The Bridge Care program will:

- Provide proactive outreach, co-response and referral-based identification. Objective to contact 100 qualifying community members per year via outreach, co-response or referral.
- Provide behavioral health care and case management. Target of 200 encounters per year.
- Coordinate with service providers to link participants to behavioral health and other necessary services. Target of 40% service linkage.
- Work with participants to meet needs previously met by emergency responders and ED.

Maximum consideration for this contract is \$290,000.00.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be submitted on the county provided invoice, accompanied with an original signature, and required to include backup for reimbursement that supports all services being billed.

BUDGET/FEE SCHEDULE

January 1, 2022 – December 31, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Outreach	\$70,000.00
Case Management	\$50,000.00
Scheduler/Coordinator	\$10,000.00
Clinical/program supervisor	\$10,000.00
Medical/behavioral Provider	\$10,000.00
TOTAL	\$150,000.00

January 1, 2023 – December 31, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Outreach	\$60,000.00
Case Management	\$50,000.00
Scheduler/Coordinator	\$10,000.00
Clinical/program supervisor	\$10,000.00
Medical/behavioral Provider	\$10,000.00

TOTAL	\$140,000.00
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Backup requires ID # or tracking that will enable the county to match records to billings when the county is onsite for monitoring visit(s).

Funding will be provided during two separate funding periods as documented above. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.



AGENDA ITEM SUMMARY

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

25
1/4/22

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 01.04.22**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11323-22-23-OPG | |
| ☐ 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 (OPG) for the Filling The Gap Program. The Filling the Gap program is an avenue of direct services funding for youth and adults in need of behavioral health treatment and assessment including substance use disorder treatment and mental health treatment. Participants would be screened into the program based on financial eligibility and a lack of other resources available to fund. This contract is effective January 1, 2022 through December 31, 2023 in the amount of \$60,600.00.

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 the 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:  , Jenny Oppelt

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

Relevant Departments: Health and Human Services

Date submitted: 12.29.21

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

**PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND**

This AMENDMENT is entered into and effective January 1, 2022 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
Administrator
kritstinaopgc@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 \$60,600.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____, 2022.

OLYMPIC PERSONAL GROWTH CENTER:

BOARD OF CLALLAM COUNTY COMMISSIONERS:

Authorized Signature

Mark Ozias, Chair

Print name:

Title:

Date:

December 28th, 2021

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

ATTEST:

Loni Gores, Clerk of the Board

**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, unless terminated as provided elsewhere in the Agreement, from January 1, 2022 through December 31, 2023.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2022 -2023 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 **\$60,600.00**. 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 30, 2022, July 31, 2022, September 30, 2022, January 31, 2023, April 30, 2023, July 31, 2023, September 30, 2023, and January 31, 2024). 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 Contractor'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 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 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

Filling the Gap program 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 provided will include; group therapy, individual therapy, family and conjoint sessions, assessments, recovery coaching, and case management.

Program goals:

- Reduce healthcare costs of participants – reduce ED utilization, ambulances and hospitalizations.
- Reduce cost of criminal justice services of participants – reduce jail time and legal charges when compared to 12 months prior to entering the program.
- Retention in outpatient treatment – participants will remain in outpatient treatment for at least 90 days.
- Increase recovery quality of participants – improved recovery qualities in biomedical, mental health, housing and social relationships.
- Mental health linkage – participants who are in need of and qualify for Medicaid funded mental health services will be successfully transferred to a local Medicaid MH provider for ongoing treatment.

Maximum consideration for this contract is \$60,600.00.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be submitted on the county provided invoice, accompanied with an original signature, and required to include backup for reimbursement that supports all services being billed.

BUDGET/FEE SCHEDULE January 1, 2022 – December 31, 2022

SERVICE	RATE	MAXIMUM REIMBURSED BY COUNTY
Group Therapy	\$25/Hr	\$19,500.00
Individual Therapy	\$80/Hr	\$5,760.00
Assessment	\$120/Hr	\$1,440.00
Recovery Coaching	\$30/Hr	\$1,800.00
Case Management	\$30/Hr	\$1,800.00
TOTAL		\$30,300.00

January 1, 2023 – December 31, 2023

SERVICE	RATE	MAXIMUM REIMBURSED BY COUNTY
Group Therapy	\$25/Hr	\$19,500.00
Individual Therapy	\$80/Hr	\$5,760.00
Assessment	\$120/Hr	\$1,440.00
Recovery Coaching	\$30/Hr	\$1,800.00
Case Management	\$30/Hr	\$1,800.00
TOTAL		\$30,300.00

Backup requires ID # or tracking that will enable the county to match records to billings when the county is onsite for monitoring visit(s).

Funding will be provided during two separate funding periods as documented above. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.



AGENDA ITEM SUMMARY

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

29
1/4/22

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 01.04.22**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11323-22-23-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) for the Matching Funds for Projects for Assistance in Transition From Homelessness (PATH) program. This program will provide outreach to homeless individuals on the streets, in shelters, and in other non-traditional settings. PATH staff will screen individuals for needed resources and services and assist clients in identification of housing options, assist with related applications, and provide support obtaining and maintaining housing. This contract is effective January 1, 2022 through December 31, 2023 in the amount of \$36,064.00.

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 the 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:

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

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

Relevant Departments: Health and Human Services

Date submitted: 12.29.21

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

**PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND**

This AMENDMENT is entered into and effective January 1, 2022 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 East 8th Street
Port Angeles, WA 98362

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

Contact Person: Kathy Stevens
Chief Operating Officer
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 MATCHING FUNDS FOR PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS Appendix A, Statement of Work and Budget, attached for a maximum consideration of \$36,064.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____, 2022.

PENINSULA BEHAVIORAL HEALTH:



Authorized Signature

Print name: Wendy A. Sisk

Title: Chief Executive Officer

Date: December 20th, 2021

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

**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, unless terminated as provided elsewhere in the Agreement, from January 1, 2022 through December 31, 2023.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2022 -2023 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 **\$36,064.00**. 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 30, 2022, July 31, 2022, September 30, 2022, January 31, 2023, April 30, 2023, July 31, 2023, September 30, 2023, and January 31, 2024). 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 Contractor 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 Contractor'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 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 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 individuals 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. PATH staff will screen individuals for needed resources and services including financial entitlements, insurance, food, shelter, medical care, veterans' assistance, and mental health and substance use disorder treatment.

Contractor will provide:

- Number of engagements.
- Number of individuals enrolled in PBH services.
- Number of individuals enrolled in Medicaid or other health insurance.
- Number of individuals housed or on a waitlist.

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 current federal rate per mile (\$0.56)

Maximum consideration for this contract is \$36,064.00

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be submitted on the county provided invoice, accompanied with an original signature, and required to include backup for reimbursement that supports all services being billed.

BUDGET/FEE SCHEDULE January 1, 2022 – December 31, 2022

SERVICE	RATE	MAXIMUM REIMBURSED BY COUNTY
PATH Case Manager	\$22/Hr	\$11,180.00
Benefits	-	\$3,913.00
Mileage	\$0.56/mile	\$1,125.00
Outreach Supplies (food, Clothes, etc)	-	\$375.00
Housing/Rental Assistance	-	\$1,225.00
Transportation for Clients (bust tickets, ect.)	-	\$214.00
TOTAL		\$18,032.00

January 1, 2023 – December 31, 2023

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	-	\$1,225.00
Transportation for Clients (bust tickets, ect.)	-	\$214.00
TOTAL		\$18,032.00

Backup requires ID # or tracking that will enable the county to match records to billings when the county is onsite for monitoring visit(s).

Funding will be provided during two separate funding periods as documented above. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.



AGENDA ITEM SUMMARY

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

2h
1/4/22

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 01.04.22

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11323-22-23-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) for the Access to Behavioral Healthcare Services for Low Income Individuals program. This program 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 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 otherwise receiving necessary services. This contract is effective January 1, 2022 through December 31, 2023 in the amount of \$220,209.00.

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 the 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:  Jenny Oppelt

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

Relevant Departments: Health and Human Services

Date submitted: 12.29.21

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

**PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND**

This AMENDMENT is entered into and effective January 1, 2022 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 East 8th Street
Port Angeles, WA 98362

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

Contact Person: Kathy Stevens
Chief Operating Officer
kathys@peninsulabehavioral.org

This Agreement is comprised of:

Special Terms and Conditions

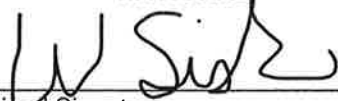
General Terms and Conditions

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 \$220,209.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2022.

PENINSULA BEHAVIORAL HEALTH:



Authorized Signature

Print name: Wendy A. Sisk

Title: Chief Executive Officer

Date: December 20th, 2021

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

**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, unless terminated as provided elsewhere in the Agreement, from January 1, 2022 through December 31, 2023.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2022 -2023 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 **\$220,209.00**. 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 30, 2022, July 31, 2022, September 30, 2022, January 31, 2023, April 30, 2023, July 31, 2023, September 30, 2023, and January 31, 2024). 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 Contractor 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 Contractor'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 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 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 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 work to:

- Alleviate the targeted behavioral health symptoms that are being treated.
- Prevent psychiatric hospitalization or re-hospitalization.
- Decrease or eliminate hospital ED utilization.
- Prevent incarceration or fewer to no legal actions during treatment.
- Obtain or re-obtain housing.
- Enhance the individual's independence and ability to function in the community.

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.

Contractor will provide deductibles, co-pays, and denials reimbursed based on explanation of benefits sent by insurance carriers.

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 \$220,209.00

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be submitted on the county provided invoice, accompanied with an original signature, and required to include backup for reimbursement that supports all services being billed.

BUDGET/FEE SCHEDULE January 1, 2022 – December 31, 2022

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	-
Substance Use Disorder (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:		\$37,500.00
RESIDENTIAL	\$75/day	\$54,750.00
PHARMACY COPAYS (onsite Genoa Pharmacy)	-	\$6,000.00
Deductibles, Co-pays, and Denials	-	\$12,500.00
TOTAL		\$110,750.00

January 1, 2023 – December 31, 2023

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	-
Substance Use Disorder (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:		\$36,209.00
RESIDENTIAL	\$75/day	\$54,750.00
PHARMACY COPAYS (onsite Genoa Pharmacy)	-	\$6,000.00
Deductibles, Co-pays, and Denials	-	\$12,500.00
TOTAL		\$109,459.00

Backup requires ID # or tracking that will enable the county to match records to billings when the county is onsite for monitoring visit(s).

Funding will be provided during two separate funding periods as documented above. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding

period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.



AGENDA ITEM SUMMARY

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

21
1/4/22

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 01.04.22

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11323-22-23-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 of Clallam County for the Housing and Recovery through Peer Services (HARPs) program. Serenity House of Clallam County will administer and implement the HARPs program which may assist with those who are experiencing a substance use disorder and/or 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. This contract is effective January 1, 2022 through December 31, 2023 in the amount of \$87,360.00.

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 the 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:  , Jenny Oppelt

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

Relevant Departments: Health and Human Services

Date submitted: 12.29.21

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

**PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND**

This AMENDMENT is entered into and effective January 1, 2022 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 OPERATIONAL FUNDING Appendix A, Statement of Work and Budget, attached for a maximum consideration of \$87,360.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2022.

SERENITY HOUSE OF CLALLAM COUNTY:

BOARD OF CLALLAM COUNTY COMMISSIONERS:

Sharon E. Maggard
Authorized Signature

Mark Ozias, Chair

Print name: Sharon E. Maggard

Title: Executive Director

Date: Dec 21, 2021

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

ATTEST:

Loni Gores, Clerk of the Board

**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, unless terminated as provided elsewhere in the Agreement, from January 1, 2022 through December 31, 2023.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2022 -2023 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 **\$87,360.00**. 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 30, 2022, July 31, 2022, September 30, 2022, January 31, 2023, April 30, 2023, July 31, 2023, September 30, 2023, and January 31, 2024). 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 Contractor 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 Contractor'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 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 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) Program: A Program Lead, an Outreach Case Manager, and a portion of the program Manager's salary. The contractor will 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).

Serenity House will provide staffing to manage the HARPs funding and meet state data and compliance requirements for its use.

Maximum consideration for this contract is \$87,360.00.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be submitted on the county provided invoice, accompanied with an original signature, and required to include backup for reimbursement that supports all services being billed.

BUDGET/FEE SCHEDULE
January 1, 2022 – December 31, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
HARPs Program Lead	\$43,680.00
TOTAL	\$43,680.00

January 1, 2023 – December 31, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
HARPs Program Lead	\$43,680.00
TOTAL	\$43,680.00

Backup requires ID # or tracking that will enable the county to match records to billings when the county is onsite for monitoring visit(s).

Funding will be provided during two separate funding periods as documented above. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.



AGENDA ITEM SUMMARY

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

2j
1/4/22

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 01.04.22**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11323-22-23-TOA | |
| ☐ 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 Transformations by Olympic Angels (TOA) for the Olympic Angels Launch in Clallam County: Dare to Dream & Love Box programs. The Dare to Dream and Love Box programs provide nourished and stabilized homes, children have access to normal childhood experiences and are connected to deep, affirming relationships. These programs reduce the negative effects of foster care including mental health issues, substance use and homelessness. This contract is effective January 1, 2022 through December 31, 2023 in the amount of \$55,943.00.

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 the 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:  , Jenny Oppelt

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

Relevant Departments: Health and Human Services

Date submitted: 12.29.21

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

**PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND**

This AMENDMENT is entered into and effective January 1, 2022 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and TRANSFORMATIONS BY OLYMPIC ANGELS, 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: Transformations by Olympic Angels
237 Taylor Street, 2nd Floor
Port Townsend, WA 98368

Phone: 415-272-7705

Contact Person: Michael D'Alessandro
Executive Director
michael@olympicangels.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 OLYMPIC ANGELS LAUNCH IN CLALLAM COUNTY Appendix A, Statement of Work and Budget, attached for a maximum consideration of \$55,943.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2022.

TRANSFORMATIONS BY OLYMPIC ANGELS:

Michael D'Alessandro

Authorized Signature

Print name: Michael D'Alessandro

Title: Executive Director

Date: December 23, 2021

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

**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 as identified in Appendix A, unless terminated as provided elsewhere in the Agreement, from January 1, 2022 through December 31, 2023.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2022 -2023 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 **\$55,943.00**. 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 30, 2022, July 31, 2022, September 30, 2022, January 31, 2023, April 30, 2023, July 31, 2023, September 30, 2023, and January 31, 2024). 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 Contractor 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 Contractor'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 (if applicable)

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 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 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
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5. Professional Liability

\$ 2,000,000	Per Occurrence
\$ 2,000,000	Annual Aggregate
<u>or</u>	
\$ 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 (if applicable)

- 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 launch the Dare to Dream and Love Box programs in Clallam County to provide families and youth in the foster community with an improved and supported foster experience. These programs provide nourished and stabilized homes, access to normal childhood experiences for youth, and connection to deep and affirming relationships. In the first year of the two year contract, Contractor will develop a Clallam County entry plan that identifies critical partners, outreach marketing, and establishes a roadmap to maximize their case management capacity. This plan will then be implemented by a new Case Manager and the Executive Director. Volunteers and a paid case manager will be utilized to provide services to foster families.

Goals

- Enable community volunteers to provide wrap-around support for foster families through positive long-term relationships and intentional giving.
- Increase normalcy, placement stability and relational permanence for foster children and their caregivers.
- Enable community volunteers to provide mentorship to foster youth to address developmental milestones necessary for life after foster care.
- Youth in foster care gain independent living skills to reach adult preparedness.

Maximum consideration for this contract is \$55,943.00.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be submitted on the county provided invoice, accompanied with an original signature, and required to include backup for reimbursement that supports all services being billed.

BUDGET/FEE SCHEDULE

January 1, 2022 – December 31, 2022

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Executive Director	\$8,200.00
Marketing Manager	\$1,922.00
Benefits	\$2,211.00
Co-working Rental	\$2,400.00
Case Management System Fees	\$206.00
TOTAL	\$14,939.00

January 1, 2023 – December 31, 2023

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Clallam County Case Manager	\$18,029.00
Executive Director	\$8,405.00
Marketing Manager	\$1,970.00
Benefits	\$7,882.00

Co-Working Rental	\$4,211.00
Case Management System Fees	\$507.00
TOTAL	\$41,004.00

Backup requires ID # or tracking that will enable the county to match records to billings when the county is onsite for monitoring visit(s).

Funding will be provided during two separate funding periods as documented above. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.



AGENDA ITEM SUMMARY

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

2K
1/4/22

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 01.04.22

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11323-22-23-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 Services for the West End Behavioral Health Services program. This program will provide treatment for behavioral health conditions to low income individuals and families. Services will include intake/assessment, individual and group counseling, case management, peer support services, psychiatric evaluations, medication monitoring, and adult day treatment services. This contract is effective January 1, 2022 through December 31, 2023 in the amount of \$93,850.00.

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 the 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:  Jenny Oppelt

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

Relevant Departments: Health and Human Services

Date submitted: 12.29.21

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

**PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND**

This AMENDMENT is entered into and effective January 1, 2022 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
Executive 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 Behavioral Health Services for WEST END BEHAVIORAL HEALTH SERVICES Appendix A, Statement of Work and Budget, attached for a maximum consideration of \$93,850.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2022.

WEST END OUTREACH SERVICES:

BOARD OF CLALLAM COUNTY COMMISSIONERS:



Authorized Signature

Mark Ozias, Chair

Print name: Heidi Anderson

Title: CEO

Date: 12/21/2021, 2021

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

ATTEST:

Loni Gores, Clerk of the Board

**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, unless terminated as provided elsewhere in the Agreement, from January 1, 2022 through December 31, 2023.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2022 -2023 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 **\$93,850.00**. 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 30, 2022, July 31, 2022, September 30, 2022, January 31, 2023, April 30, 2023, July 31, 2023, September 30, 2023, and January 31, 2024). 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 Contractor'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 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 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

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 adult 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 \$93,850.00.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be submitted on the county provided invoice, accompanied with an original signature, and required to include backup for reimbursement that supports all services being billed.

BUDGET/FEE SCHEDULE January 1, 2022 – December 31, 2022

	SERVICE	RATE	MAXIMUM REIMBURSED BY COUNTY
20	Intake/Assessments	\$140.00/each	\$2,800.00
275	Individual/Family Therapy Hours	\$80.00/hr	\$22,000.00
250	Group Therapy Hours	\$25.00/hr	\$6,250.00
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
-	Insurance Co-pays	-	\$1,000.00
	TOTAL		\$46,925.00

January 1, 2023 – December 31, 2023

	SERVICE	RATE	MAXIMUM REIMBURSED BY COUNTY
20	Intake/Assessments	\$140.00/each	\$2,800.00
275	Individual/Family Therapy Hours	\$80.00/hr	\$22,000.00
250	Group Therapy Hours	\$25.00/hr	\$6,250.00
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
-	Insurance Co-pays	-	\$1,000.00
	TOTAL		\$46,925.00

Backup requires ID # or tracking that will enable the county to match records to billings when the county is onsite for monitoring visit(s).

Funding will be provided during two separate funding periods as documented above. Each funding period will not exceed the designated funding amount for that period. No funding may be carried over to the succeeding period nor may future funding be accessed in a prior funding period.

Funds will not be moved between individual line items within the current funding period unless approved in writing by the county project manager. Requests to move funds between individual line items within the current funding period cannot exceed 10% of the total budget for that funding period. Funds will not be carried over to future funding cycles.



AGENDA ITEM SUMMARY

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

3a
1/4/22

Department: Clallam County Health and Human Services

WORK SESSION ☒ **Meeting Date:** 12.20.21

REGULAR AGENDA ☒ **Meeting Date:** 01.04.22

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance
Application Opening | ☐ Final Ordinance ☒ Other Affordable Housing 2060 Emergency |

Documents exempt from public disclosure attached: ☐

Executive summary:

In January of 2021 a RFP was released for Affordable Housing & Homeless Housing and Assistance Funds for the funding period of July 1, 2021 through June 30, 2023. A total of \$170,000.00 was available in Affordable Housing 2060 funds over the two year funding cycle (\$85,000.00 per calendar year). A total of \$149,624.00 was received in requests through proposals and the same amount was awarded. This left \$20,376.00 in available Affordable Housing 2060 funding.

The Homelessness Task Force (HTF) requested an Emergency Fund be created for the remaining Affordable Housing 2060 dollars. Upon review of the Affordable Housing 2060 fund reserve, \$19,624.00 was added to the Affordable Housing 2060 Emergency Fund for a total of \$40,000.00. HTF requested the Affordable Housing 2060 Emergency Fund applications be processed through the HHS department to assist in expediting the process.

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 the HHS 2022 budget.

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

County Official signature & print name:  Kevin Libacolo

Name of Employee/Stakeholder attending meeting: Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12/9/21

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

2060 Emergency Funds Application 12-20-21
Revised: 3-04-2019



3a
1/4/22

Affordable Housing 2060 Emergency Fund Application Instructions & Guidelines 2022 Clallam County

APPLICATION INSTRUCTIONS – GENERAL GUIDELINES

Applications must be received at the Clallam County Health & Human Services Offices, 111 East 3rd Street, 2nd Floor, Port Angeles WA 98362 between January 5, 2022 and December 1, 2022.

In January of 2021 a Request for Proposals (RFP) was released for Affordable Housing & Homeless Housing and Assistance Funds for the funding period of July 1, 2021 through June 30, 2023. A total of \$170,000.00 was available in Affordable Housing 2060 funds over the two year funding cycle (\$85,000.00 per calendar year). A total of \$149,624.00 was received in requests through proposals and the same amount was awarded. This left \$20,376.00 in available Affordable Housing 2060 funding.

During the presentation of funding recommendations, the Homelessness Task Force (HTF) requested an Emergency Fund be created for the remaining Affordable Housing 2060 dollars. Upon review of the Affordable Housing 2060 fund reserve, \$19,624.00 was added to the Affordable Housing 2060 Emergency Fund for a total of \$40,000.00.

Due to the HTF meeting on a quarterly basis and the timeliness of emergencies the HTF requested the Affordable Housing 2060 Emergency Fund be processed through the Health and Human Services department to assist in expediting the process. Once an application for the Affordable Housing 2060 Emergency Fund is received by Health and Human Services it will be reviewed by the Behavioral Health and Homeless Program Coordinator and Deputy Director. Staff may communicate directly with the applicant to clarify any aspects of the application. If an application is determined to be appropriate use of the fund and an appropriate emergency (see details of **Permissible Uses of Funding** on page 3) applicants will be notified by Health and Human Services staff of the acceptance or denial of their application. Applications that are not deemed as an emergency or appropriate use of funding will be denied.

The application for Affordable Housing 2060 Emergency Funds can be found here: <http://www.clallam.net/HHS/> and will be accepted between January 5, 2022 and December 1, 2022 while funds remain. In the event Affordable Housing 2060 Emergency Funds are fully spent, the application will close. In the event that Affordable Housing 2060 Emergency Funds are not scheduled to be fully spent by December 2, 2022, the remaining funds will be reviewed and a new application may be made available.

Available Funding: \$40,000.00.

Submit the application to:

Clallam County Health & Human Services
Attn: Behavioral Health & Homelessness Program Coordinator
111 E 3rd Street, 2nd Floor
Port Angeles WA 98362

All applications must include:

- One (1) original
- Two (2) copies
- ATTACHMENT A – Application Summary
- ATTACHMENT B – Narrative Template
- ATTACHMENT C – Project Budget Form
- Electronic word version of the proposal must be sent to Jenny Oppelt at joppelt@co.clallam.wa.us

Documents delivered to other offices and received late by the Health & Human Services Office will not be considered nor will ones only received by e-mail. Submittals made in an incorrect format will not be considered.

Contract Requirement – In order to be a recipient of Affordable Housing Funds, a contract is required between Clallam County and the receiving Agency/applicant.

Reporting – Recipients are required to submit project progress reports with billing invoices.

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%.

For the use of the application for the Affordable Housing 2060 Emergency Fund an *emergency* is defined as but not limited to a serious, unexpected, and possibly dangerous situation requiring rapid action. An emergency may impact the safety of a program such that it prohibits the program from continuing services without rapid action.

**AFFORDABLE HOUSING 2060 EMERGENCY FUND
APPLICATION SUMMARY**

Organization Name: _____

Proposal Title: _____

Proposal Summary:

Requested Funds Amount: \$ _____

Matching/In-kind Funds Amount: \$ _____

Representative Contact Information:

Name, Title: _____

Mailing Address: _____

Phone(s): _____

Email: _____

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

**AFFORDABLE HOUSING 2060 EMERGENCY FUND
NARRATIVE**

1. PROJECT DESCRIPTION

Name of Project:

Amount Requested: \$

Project Timeline: Start Date
Completion Date

Provide a brief description of the project:

- A. Describe the emergency that is causing the need for Affordable Housing Emergency Funding:
- B. Describe which goal(s) and priorities of the local homeless plan, legislative activities, and/or Homeless Task Force priorities your project addresses:
- C. Discuss how the goals of this project will reduce or eliminate homelessness in Clallam County:
- D. Describe how you 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 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 received funding in 2021-2023 from Affordable Housing (2060) funds or Homeless Housing and Assistance (2163) funds for this same project, briefly describe the impact the requested funds will have on these projects:

3. AGENCY CAPABILITY

- A. Describe your agency's ability (infrastructure, staff, etc.) to carry out this project:
- B. 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.*

4. BUDGET

Please include a budget narrative that is descriptive or helpful to explain your proposed expenditures in Attachment D.

**Affordable Housing (2060)
Emergency Fund Budget**

PROJECT BUDGET FORM				
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	\$ -	\$ -	\$ -	



AGENDA ITEM SUMMARY

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

3b
1/4/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-20-21

REGULAR AGENDA ☒ Meeting Date: 01-04-22

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 Olympic Area Agency on Aging (O3A) due to expiration of terms. A press release was issued in October 2021 to solicit applications.

The Olympic Area Agency on Aging Advisory Council supports the reappointment of Elizabeth Pratt and appointment of Marsha Melnick.

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 a resolution to reappoint and appoint.

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: 12-10-21

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

O3A appointment resolution 1-4-22
Revised: 3-04-2019



RESOLUTION _____, 2022

REAPPOINTING AND APPOINTING REPRESENTATIVES TO THE
OLYMPIC AREA AGENCY ON AGING ADVISORY COUNCIL

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Olympic Area Agency on Aging Advisory Council due to expired terms.
2. A press release was issued during the month of October 2021 soliciting applications from interested citizens, and the current member with the expiring terms were notified.
3. The Olympic Area Agency on Aging Advisory Council supports the reappointment of Elizabeth Pratt and appointment of Marsha Melnick.

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

1. **Elizabeth Pratt** is reappointed as a Clallam County Representative to a term expiring December 31, 2025.
2. **Marsha Melnick** is appointed as a Clallam County Representative to a term expiring December 31, 2022.

PASSED AND ADOPTED this 4th day of January, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: Appointees
Olympic Area Agency on Aging
A22.167



AGENDA ITEM SUMMARY

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

30
1/4/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-20-21

REGULAR AGENDA ☒ Meeting Date: 01-04-22

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 exist on the Behavioral Health Advisory Board due to expiration of term. A press release was issued in October 2021 to solicit applications from interested citizens and public representatives.

Kevin LoPiccolo – Health and Human Services Director recommends the reappointment of Tayler McCrorie to the Behavioral Health Advisory Board.

No other applications were received for this position.

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 a resolution to reappoint.

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

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

Relevant Departments: Board of Commissioners, Health and Human Services Department

Date submitted: 12-10-21

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

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



RESOLUTION _____, 2022

REAPPOINTING A MEMBER TO THE
BEHAVIORAL HEALTH ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Behavioral Health Advisory Board due to an expiration of term.
2. A press release was issued during the month of October 2021 soliciting applications from interested citizens, and the current member with an expiring term was notified.
3. The member with expiring term advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.
4. Health and Human Services Director endorses the reappointment of Tayler McCrorie to the Behavioral Health Advisory Board.

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

1. **Tayler McCrorie** is reappointed as the private provider of mental health services not contracting for funding representative for a term ending December 31, 2024.

PASSED AND ADOPTED this 4th day of January, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: A22.52
Appointee(s)
HHS



AGENDA ITEM SUMMARY

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

3d
1/4/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 12-20-21

REGULAR AGENDA ☒ Meeting Date: 01-04-22

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 Homelessness Task Force due to expiration of term. A press release was issued in October 2021 to solicit applications from interested citizens and public representatives.

Kevin LoPiccolo – Health and Human Services Director recommends the reappointment of Ann Simpson to the Homelessness Task Force.

There were no other applications for this position.

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 a resolution to reappoint

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

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

Relevant Departments: Board of Commissioners, Health and Human Services Department

Date submitted: 12-10-21

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



RESOLUTION _____, 2022

REAPPOINTING A MEMBER TO THE HOMELESSNESS TASK FORCE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A Vacancy exists on the Homelessness Task Force due to the expiration of term.
2. A press release was issued during the month of October 2021 soliciting applications from interested citizens. The current member with the expiring term was notified and requested to be considered for an additional term. No new applications were received for this position.
3. The Health and Human Services Department Director endorses the reappointment of Ann Simpson to the Homelessness Task Force.

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

1. **Ann Simpson** is reappointed as the West End Service Providers representative for a term expiring December 31, 2024.

PASSED AND ADOPTED this 4th day of December, 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: A22.50
Appointee(s)
HHS



AGENDA ITEM SUMMARY

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

30
1/4/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 12/20/21

REGULAR AGENDA ☒ Meeting Date: 1/4/21

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 2022.

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

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 2022.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: November 19, 2021

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

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

Commissioner involvement Advisory Boards 2022

Revised: 3-04-2019



RESOLUTION _____, 2022
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 27, 2021 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
Conservation Futures Program Advisory Board
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/Seki Chamber of Commerce Liaison
Clallam Bay/Seki Community Action Team
Clallam Bay/Seki 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 4th day of January 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board