AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Tuesday, December 26, 2023 – 10:30 a.m.

Board of Clallam County Commissioner meetings will also be available virtually at:

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

This meeting can be viewed on a live stream at this link: https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online

Public comment can be directed to the Clerk of the Board at 360-417-2256 or Loni.Gores@clallamcountywa.gov

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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 weeks of December 11 and 18

Approval of vouchers

Approval of vouchers

1b. Approval of payroll for the period ending November 30

Approval of payroll

1c. Approval of minutes for the week of December 11

Approval of minutes

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

2a. Contract amendment 15 with Department of Health for WIC Nutrition, Drinking Water Group A Programs, and On-Site Sewage System Local Management Plan Implementation

Contract amendment 15

2b. Agreement with Department of Ecology for Clallam County Marine Resources County Projects

Agreement

2c. Agreement with Harper Ridgeview Funeral Chapel for Coroner services

Agreement

2d. Agreement with Department of Commerce for STOP Violence Against Women Formula Grant Program

Agreement

2e. Agreement with Department of Commerce for STOP Violence Against Women Formula Grant Program

Agreement

2f. Agreement amendment 1 with Olympic Peninsula Humane Society for animal sheltering services

Agreement amendment 1

2g. Agreement amendment 7 with Terraphase Engineering dba Robinson Noble to extend the contract to finish the scope of work

Agreement amendment 7

2h. Agreement amendment 1 with Public Works for Hotel/Motel Tax Fund agreement extension

Agreement amendment 1

2i. Agreement amendment 2 with Public Works for Hotel/Motel Tax Fund agreement extension

Agreement amendment 2

2j. Agreement with DCG Watershed for Bullman Beach Water System

Agreement

2k. Agreement with Peninsula Behavioral Health for Behavioral Health Funds/$39,529.69

Agreement

2l. Agreement with Peninsula Behavioral Health for Behavioral Health Funds/$166,500

Agreement

2m. Agreement with Peninsula Behavioral Health for Behavioral Health Funds/$24,000

Agreement

2n. Agreement with First Step Family Support Center for Behavioral Health Funds/$200,000

Agreement

2o. Agreement with The Boys & Girls Clubs of the Olympic Peninsula for Behavioral Health Funds/$25,446.30

Agreement

2p. Agreement with West End Outreach Services for Behavioral Health Funds/$77,468

Agreement

2q. Agreement with Transformations by Olympic Angels for Behavioral Health Funds/$39,674.77

Agreement

2r. Agreement with Sequim School District for Behavioral Health Funds/$306,450

Agreement

2s. Agreement with Reflections Counseling Services Group for Behavioral Health Funds/$205,500

Agreement

2t. Agreement with Reflections Counseling Services Group for Behavioral Health Funds/$284,700

Agreement

2u. Agreement with Port Angeles Fire Department for Behavioral Health Funds/$351,871.24

Agreement

2v. Agreement with Olympic Personal Growth Center for Behavioral Health Funds/$58,860

Agreement

2w. Agreement with Olympic Peninsula Community Clinic for Behavioral Health Funds/$220,000

Agreement

ADMINISTRATION

3a. Resolution authorizing the Board of Equalization to convene

Resolution

3b. Resolution reappointing Charles Meyer, Lourene O?Brien, and Alan Barnard to the Sheriff?s Citizens Advisory Committee

Resolution

3c. Resolution reappointing Annie O?Rourke, Mattias Jarvegren, and Carla Sebastian to the Permit Advisory Board

Resolution

3d. Resolution reappointing Gregory McCarry to the Housing Solutions Committee

Resolution

3e. Resolution reappointing Nikki Booth, Thomas Butler, and Kenneth Reandeau to the Planning Commission

Resolution

3f. Resolution reappointing Sarah Woodard and Sharon Maggard to the Homelessness Task Force

Resolution

3g. Resolution reappointing Bill Hermann, Johanna Bartee, and Joseph Murray to the Opportunity Fund Board

Resolution

3h. Resolution reappointing Robert Vreeland, Ann Soule, and Lyn Muench to the Marine Resources Committee

Resolution

3i. Resolution appointing and reappointing various members to the Solid Waste Advisory Committee

Resolution

3j. Resolution reappointing various members to the Trails Advisory Committee

Resolution

3k. Resolution reappointing Richard Hendrickson to the Boundary Review Board

Resolution

PUBLIC COMMENT ? Please limit comments to three minutes

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

The following meetings are scheduled for the Board of Commissioners December 25 - 29:

Monday, December 25:
Courthouse Closed - Christmas Day

Tuesday, December 26:
9:00 a.m. Work Session
10:30 a.m. Board Meeting

Wednesday, December 27:
8:00 a.m. Coffee with Colleen

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.

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1a

DEC 2 6 2023

Date of report: December 13, 2023

General	**$599,563.63**
Other	**$732,026.25**
Total	**$1,331,589.88**

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 _____ 2023.

COPY

_____COUNTY AUDITOR
SHOONA RIGGS

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

COPY

_____
MIKE FRENCH

_____
RANDY JOHNSON

_____
TODD MIELKE (County Administrator)

Weekly Expenditures

December 11 - 15, 2023

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.221	**Auditor**	1,933.63			
00100.241/291	**Commissioners (BOCC)**	3,129.49			
19914.291	BOCC - Veterans Relief		2,004.52		
19925.291	BOCC - Hotel/Motel		111,353.69		
19951.291	BOCC - Affordable Housing Sales Tax		52.36		
00100.331-334	**Dept. of Community Develop't (DCD)**	23,198.47			
30301.331	DCD - Lower Dungeness Floodplain		145,147.96		
00100.871	**District Court I**	333.99			
00100.881	**District Court II**	246.53			
11301.511	**Health & Human Services (HHS)**		13,987.46		
00100.511	HHS - Environmental Health	4,220.26			
11322.511	HHS - Homeless Task Force		9,810.97		
11324.511	HHS - Affordable Housing		17,388.42		
11331.511	HHS - Developmental Disabilities		10,580.00		
00100.461	**Human Resources (HR)**	7,138.64		12.99	
50401.461	HR - Risk Management		7,125.42		
50501.461	HR - Workers Compensation		2,000.00		
00100.411	**Information Technology (IT)**	6,140.49			
30701.411	IT - Capital Projects		87,404.19		
00100.851	**Juvenile Services**	17,292.40			
13001/13051	**Noxious Weed/LMD #2** (Lake Mgmt. Dist.)		7,161.93		
00100.911/912	**Parks Fair Facilities (PFF)**	58,108.87			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		6,432.69		
30201.911	PFF - REET 2 (Real Estate Excise Tax)		58,055.68		
30501.911	PFF - Capital Projects		7,905.81		
	Public Works (PW)				
10101.611	PW - Roads		175,068.08		
30401.331	PW - Dungeness Reservoir		22,494.14		
40201.611	PW - Solid Waste		1,254.00		
41401.611	PW - Clallam/Sekiu Sewer		5,985.06		
42401.611	PW - Carlsborg Sewer		11,848.23		
43401.611	PW - Bullman Beach Water System		3,343.62		
50301.611	PW - ER&R (Equip't Rental & Revolving)		21,295.26		
00100.811-815,817	**Sheriff**	402,400.86			
11003.811	Sheriff - Boating Safety		194.98		
11008.811	Sheriff - OPNET Drug		588.64		
11065.811	Sheriff - OPSCAN Operations		1,068.24		
11080.811	Sheriff - Inmate Commissary		29.21		2.57
00100.861	**Superior Court**	116.66			
00100.891	**Superior Court Clerk**	847.81			
00100.231	**Treasurer**	74,442.54			
12201.231	Treasurer - O&M (Operation & Maintenance)		2,443.12		
	Total	**599,550.64**	**732,023.68**	**12.99**	**2.57**

VISA Current Charges:	
Statement Date:	

Report Reconciliation		Totals			
Total	**1,331,574.32**	**General Fund**	**599,563.63**		
Final Check Lists	**1,331,574.32**	**Non-GF**	**732,026.25**		
Difference	-	**VISA Charges**	-		
		Grand Total	**1,331,589.88**	Use Tax	15.56

Prepared by: _____

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
12/19/2023	SWANSONS SERVICES CORP.	1785154	jminnoch1	29.21	2.57	29.21
12/19/2023	U S BANK	9168	tsulleng	147.56	12.99	147.56
			Totals:	**176.77**	**15.56**	**176.77**

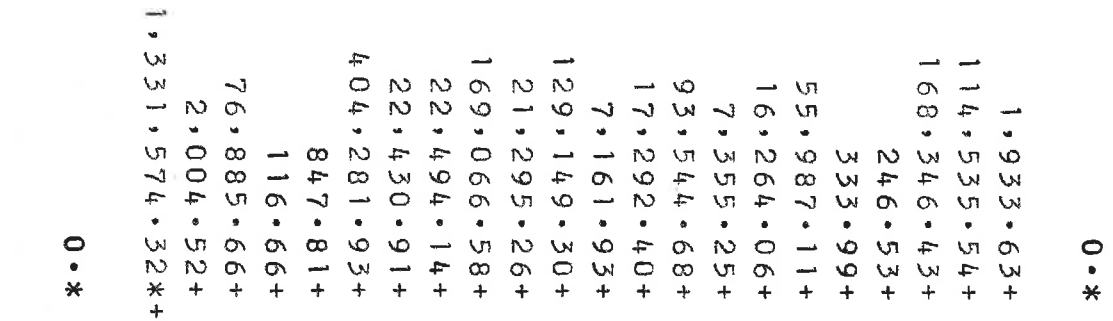
Final Check List
CLALLAM COUNTY

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000390	COMPLETE LINE, LLC, THE	233291	11/10/2023	MONTHLY PLANNERS FOR S	78.27	78.27
	12/26/2023	0000546	EXPRESS SERVICES, INC	29964515	11/21/2023	SAVANAH WISE	421.20	421.20
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132265	11/30/2023	CONTRACT COPIER 11455-05	39.18	
				1132267	11/30/2023	CONTRACT COPIER 11730-01	35.29	
				1132264	11/30/2023	CONTRACT COPIER 10931-1(	25.95	
				1132266	11/30/2023	CONTRACT COPIER 11689-02	24.97	
				31116	11/9/2023	CREDIT FOR CONTRACT 117	-2.37	123.02
	12/26/2023	0019068	K & H PRINTERS INC	303161	11/30/2023	POSTAGE DEPOSIT FOR 202	1,162.70	1,162.70
	12/26/2023	0020849	U S BANK	4815650S185	11/1/2023	DOCUMENT SHREDDING	28.44	28.44
	12/26/2023	0022246	CLALLAM BAY-SEKIU LIONS C	11-27-23	11/27/2023	CLOSING CLALLAM BAY AND	120.00	120.00

Sub total for U S BANK: 1,933.63



Final Check List
CLALLAM COUNTY

BOCC

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000355	CLALLAM COUNTY PARKS, FA	HM2023-1203	12/6/2023	C/B PARK M&O COSTS - 2023	18,134.00	
				HM2023-1201	12/6/2023	REIMBURSEMENT - SEASON.	17,000.00	
				HM2023-1204	12/6/2023	RAINSHADOW DISC GOLF PA	386.36	35,520.36
	12/26/2023	0001083	OLYMPIC PEN VISITOR BURE.	2420	12/6/2023	NOVEMBER 2023 SERVICES I	62,500.00	
				2419	12/6/2023	STRATEGIC PLAN NOVEMBEI	13,333.33	75,833.33
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1133041	12/6/2023	BOARD ROOM CHAIRS	1,660.58	
				1132271	12/6/2023	MAINTENANCE & USAGE - 10	153.54	
				1132270	12/6/2023	MAINTENANCE & USAGE - 91	0.03	1,814.15
	12/26/2023	0001240	PITNEY BOWES	1024327528	12/6/2023	RED INK CARTRIDGE	511.77	511.77
	12/26/2023	0001641	VERIZON WIRELESS	9950132587	12/6/2023	CELL PHONE - TIMOTHY DAL	52.36	52.36
	12/26/2023	0028699	SOUND PUBLISHING INC	8120342	12/6/2023	BUDGET	707.16	707.16
	12/26/2023	0046683	ODP BUSINESS SOLUTIONS L	343104408001	12/6/2023	PAPER	96.41	96.41
						Sub total for U S BANK:		114,535.54

Bank : apbank U S BANK

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	12/26/2023	0000360	CLALLAM COUNTY ER&R	20235.335E	12/3/2023	NOVEMBER 2023 FLEET VEH	1,440.00	
				2023.345E	12/4/2023	NOVEMBER 2023 VEHICLE LE	200.20	1,640.20
	12/26/2023	0001140	OLYMPIC PRINTERS INC	33451	11/8/2023	CE OPERATING SUPPLY	72.90	72.90
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132277	11/30/2023	#12212 NOVEMBER 2023	258.88	
				1132276	11/30/2023	#10293 NOVEMBER 2023	163.06	
				1132275	11/30/2023	#10336 NOVEMBER 2023	153.22	
				1132274	11/30/2023	#10051 NOVEMBER 2023	17.41	592.57
	12/26/2023	0001540	SWAIN'S GENERAL STORE IN	320706	11/30/2023	BLDG OPERATING SUPPLIES	68.04	
				320393	11/21/2023	CE OPERATING SUPPLY	53.15	121.19
	12/26/2023	0001586	TRAFFIC SAFETY SUPPLY CO	INV063291	9/18/2023	BUILDING OPERATING SUPPI	2,518.94	2,518.94
	12/26/2023	0001641	VERIZON WIRELESS	9950132583	11/24/2023	NOV 2023: G157 $106.16/ INSI	390.12	390.12
	12/26/2023	0003762	IN GRAPHIC DETAIL LLC	231248	12/5/2023	G145 TASK 1 OPERATING SU	539.06	539.06
	12/26/2023	0004048	NOXIOUS WEED BOARD	12-6-23	12/6/2023	G157 JUL-DEC 2023 INTEGRA	4,625.00	4,625.00
	12/26/2023	0021923	FIRST RACE CAR WASH	511815	11/30/2023	BLDG PROFESSIONAL SERVI	15.00	15.00
	12/26/2023	0028699	SOUND PUBLISHING INC	8120343	11/30/2023	ADVERTISING NOVEMBER 2(	229.08	
				AD #987135 $14	12/17/2023	AD #987135 TXFRING FROM I	149.40	378.48
	12/26/2023	0028740	REBEKAH BROOKS CONTRAC	332-22-002-010	12/6/2023	G133 NOVEMBER 2023 PRO S	2,062.50	
				23-011	12/6/2023	G145 TASK 1 NOV 20,2023 ME	300.00	
				23-009	10/10/2023	G145 TASK 1 SEPTEMBER 18	300.00	2,662.50
	12/26/2023	0031887	SCARSELLA BROS INC	PAY ESTIMATE	9/27/2023	G157 PROFESSIONAL SERVI(	139,939.20	139,939.20
	12/26/2023	0039090	GUSSMAN, JOHN	2216	12/5/2023	G157 AERIAL PHOTOGRAPHY	295.00	295.00
	12/26/2023	0044925	A SYSTEMS INTEGRATOR INC	5475	12/2/2023	STREAMKEEPERS DATABASE	12,000.00	12,000.00
	12/26/2023	0046683	ODP BUSINESS SOLUTIONS L	341252489001	11/20/2023	PLANNING OPERATING SUPF	584.89	
				341373581001	11/20/2023	ADMIN OPERATING SUPPLY	292.44	
				343037549001	11/17/2023	ADMIN OFFICE SUPPLY	209.94	
				343534088001	11/20/2023	CE OPERATING SUPPLY	129.16	
				340185586001	12/5/2023	ADMIN OFFICE SUPPLY	71.63	
				340176508001	11/21/2023	CE OPERATING SUPPLY	53.49	
				340157083001	11/21/2023	ADMIN OPERATING SUPPLIE:	45.66	
				340154592001	11/21/2023	ADMIN OPERATING SUPPLY	31.91	
				341349556001	11/17/2023	ADMIN OFFICE SUPPLY	23.92	
				343042631001	11/17/2023	PLANNING OPERATING SUPF	17.39	1,460.43
	12/26/2023	0047949	WA ST DEPT OF LICENSING	L0219307465	11/1/2023	ACCT 1024005 JUNE-OCT 202	3.40	3.40
	12/26/2023	0049298	FLOORING LIQUIDATORS	29669	11/15/2023	ADMIN OPERATING SUPPLY	1,092.44	1,092.44

Sub total for U S BANK:	168,346.43

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132261	12/19/2023	CANON IRA4845 MAINTENAN	29.01	
				1132260	12/19/2023	CANON IR1025 MAINTENANC	27.15	56.16
	12/26/2023	0001641	VERIZON WIRELESS	9950132584	12/19/2023	PROBATION OFFICER CELL	54.53	54.53
	12/26/2023	0003410	LEMAY MOBILE SHREDDING	4819517s185	12/19/2023	DECEMBER SHRED BIN TIP	15.84	15.84
	12/26/2023	0019100	PLUMLEY, WILLIAM L	671498	12/19/2023	SPANISH INTERPRETER PER	120.00	120.00
						Sub total for U S BANK:		246.53

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	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132257	11/30/2023	POE - CANON/IRA615IFZ, BLA	143.28	
				1132259	11/30/2023	POE - CANON/IMAGERUNNEI	70.28	
				1132258	11/30/2023	POE - CANON/IR1435, BLACK	2.48	216.04
	12/26/2023	0001641	VERIZON WIRELESS	9950132588	11/24/2023	VERIZON - MENTAL HEALTH (	117.95	117.95
						Sub total for U S BANK:		333.99

Final Check List
CLALLAM COUNTY

HHS

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	12/26/2023	0048295	BABULA, CHRISTOPHER	WSBRS CB23-2	11/28/2023	FOOD - WSBRS CERTIFICATI	50.00	50.00
	12/26/2023	0000335	CLALLAM COUNTY DEPT OF,	PIC NEP 2023 1	12/4/2023	ONSITE - STREAMKEEPERS	950.58	950.58
	12/26/2023	0049103	COMMEREE, JUANITA	JC Incentive11-2	11/27/2023	ONSITE - SEPTIC SYSTEM	301.26	301.26
	12/26/2023	0000769	IDEXX DISTRIBUTION INC	3141121096	11/22/2023	WATER LAB - LAB SUPPLIES	26.86	26.86
	12/26/2023	0006806	NORTH PENINSULA BUILDING	NPBA EXPO 2-2	12/6/2023	ONSITE - EXHIBITOR REGIST	1,725.00	1,725.00
	12/26/2023	0046683	ODP BUSINESS SOLUTIONS L	341556727001	11/22/2023	FOOD - OFFICE SUPPLIES	107.06	
				341611668001	11/13/2023	WATER LAB - OFFICE SUPPL	52.75	
				341555444001	11/21/2023	FOOD - OFFICE SUPPLIES	12.71	
				341531222001	11/10/2023	WATER LAB - OFFICE SUPPL	12.71	
				341556748001	11/21/2023	FOOD - OFFICE SUPPLIES	8.06	
				341556737001	11/22/2023	FOOD - OFFICE SUPPLIES	6.07	199.36
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132312	11/30/2023	ADMIN - COPIER 10272	205.18	
				1132311	11/30/2023	WATER LAB - PRINTER 9310	19.42	224.60
	12/26/2023	0033217	RADIO PACIFIC, INC	23110177	11/30/2023	ONSITE - KONP RADIO SPOT	425.00	425.00
	12/26/2023	0021192	SOILS APPLICATIONS LLC	SA Reimb 11-28-	11/28/2023	ONSITE - SEPTIC PERMIT FE	317.60	317.60
	12/26/2023	0041598	AMAZON CAPITAL SERVICES,	1JY-N4W9-F3F	12/1/2023	HOPS - CD/MH SEP - WARM/H	5,732.77	5,732.77
	12/26/2023	0022148	CENTURYLINK BUSINESS SE	664979459	11/24/2023	HOPS - FORKS OFFICE 1-800	8.25	8.25
	12/26/2023	0048729	CLEVENGER, WILLIAM	HRHC 01-2024-\	12/1/2023	HOPS - 1/2 LEASE PAYMENT I	1,750.00	1,750.00
	12/26/2023	0000546	EXPRESS SERVICES, INC	29964511	11/21/2023	HOPS - EXTRA HELP	1,279.20	1,279.20
	12/26/2023	0000593	FORKS, CITY OF	CF 12-01-23	12/1/2023	HOPS - FORKS OFFICE UTILI	74.85	74.85
	12/26/2023	0029280	GRAY, JOHN	HRHC 01-2024-\	12/1/2023	HOPS - 1/2 LEASE PAYMENT I	1,750.00	1,750.00
	12/26/2023	0000825	JOHNSON, ANN	AJ BT 11-23	11/30/2023	HOPS - BUSINESS MILEAGE	220.08	220.08
	12/26/2023	0000890	LANGUAGE LINE SERVICES, I	11171081	11/30/2023	HOPS - COMMUNICABLE DISI	15.49	15.49
	12/26/2023	0046683	ODP BUSINESS SOLUTIONS L	343578798001	11/20/2023	HOPS - HOLE PUNCH, COPY	1,144.99	
				343582495001	11/19/2023	HOPS - DISINFECTING WIPES	284.43	
				343582503001	11/17/2023	HOPS - SURGE PROTECTOR	113.13	
				343582499001	11/17/2023	HOPS - SHREDDER BAGS	36.06	
				343582501001	11/20/2023	HOPS - RUBBERBANDS	14.71	
				339633169001	11/21/2023	HOPS - CREDIT FOR RETURN	-35.87	1,557.45

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132318	11/30/2023	HOPS - PH COPIER	54.47	
				1132316	11/30/2023	HOPS - WEST WORK ROOM (	47.01	
				1132279	11/30/2023	HOPS - PH COLOR	21.88	
				1132315	11/30/2023	HOPS - NANS PRINTER	19.08	
				1132319	11/30/2023	HOPS - FORKS COLOR	8.37	
				1132320	11/30/2023	HOPS - FORKS SINGLE COLC	7.25	158.06
	12/26/2023	0001252	PORT ANGELES, CITY OF	131171-89524 1'	11/30/2023	HOPS - HRHC UTILITIES	553.28	553.28
	12/26/2023	0049218	SQUEAKY CLEAN SERVICES	311	12/1/2023	HOPS - JANITORIAL SERVICE	600.00	600.00
	12/26/2023	0001508	STERICYCLE, INC	8005268933	11/17/2023	HOPS - SYRINGE DISPOSAL	98.13	98.13
	12/26/2023	0044209	WARREN, KIM	KW BT 12-1-23	12/1/2023	HOPS - BUSINESS MILEAGE -	10.48	10.48
	12/26/2023	0001767	WEST WASTE & RECYCLING	0000301488	11/30/2023	HOPS - GARBAGE COLLECTI	38.09	38.09
	12/26/2023	0033201	WESTSIDE PIZZA	WP 12-1-23	12/1/2023	HOPS - HRHC GROUP SUPPC	141.33	141.33
	12/26/2023	0000591	FORKS ABUSE PROGRAM	11322-23-FAP 1(	11/29/2023	HTF - WEST END HOPE - OC'	4,294.87	4,294.87
	12/26/2023	0000723	HEALTHY FAMILIES OF CLALL	11322-23-HFCC	12/1/2023	HTF - SAFELY HOME PROJEC	5,516.10	5,516.10
	12/26/2023	0020442	HABITAT FOR HUMANITY, OF	11324-21-HFH 6	11/30/2023	AH - MALONEY HEIGHTS-RAI	14,358.42	14,358.42
	12/26/2023	0000723	HEALTHY FAMILIES OF CLALL	11324-23-HFCC	12/1/2023	AH - EMERGENCY SHELTER -	3,030.00	3,030.00
	12/26/2023	0000396	CONCERNED CITIZENS	CC SSD 11-23	12/5/2023	DDD - SSD - NOVEMBER 202	2,360.00	2,360.00
	12/26/2023	0017530	PIERCE JONES & ASSOCIATE	PJA PASD 11-23	12/5/2023	DDD - PASD - NOVEMBER 20	3,040.00	
				PJA SSD 11-23	12/5/2023	DDD - SSD - NOVEMBER 202	2,840.00	
				PJA QVSD 11-2	12/5/2023	DDD - QVSD - NOVEMBER 20	2,340.00	8,220.00
						Sub total for U S BANK:		55,987.11

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000546	EXPRESS SERVICES, INC	30029258	12/7/2023	INV 30029258	1,621.45	
				29993839	12/6/2023	INV 29993839	466.09	2,087.54
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1133041-HR	12/6/2023	INV 1133041	2,000.00	
				1132304	12/6/2023	INV 1132304	410.23	
				1132303	12/6/2023	INV 1132303	138.00	2,548.23
	12/26/2023	0001641	VERIZON WIRELESS	9950045187	12/6/2023	INV 9950045187	302.46	302.46
	12/26/2023	0001734	WA ST PATROL	I2402641	12/6/2023	INV L2402641	275.00	275.00
	12/26/2023	0018813	WENZL, BRENDA	SGT ASS - B WE	12/7/2023	SGT ASS - B WENZL	62.61	62.61
	12/26/2023	0020849	U S BANK	IGNITE 23 JESS	12/7/2023	MICROSOFT IGNITE HOTEL S	1,005.27	
				RRES0B501	12/7/2023	RRES0B501 SGT ASSESS HO	849.92	
				86231822	12/7/2023	86231822	163.20	
				9168	12/7/2023	ORDER 9168	147.56	
				TR 00953	12/7/2023	TR 00953	141.86	
				RAT 110823 JG	12/7/2023	REQUEST A TEST 11823 JG	67.50	
				JRNL B47598	12/7/2023	JRNL B47598	62.51	
				RAT 12423 MR	12/7/2023	REQ A TEST 12423 MR	60.00	
				318461156	12/7/2023	318461156	49.95	
				4819535S185	12/7/2023	INV 4819535S185	31.68	
				8041	12/7/2023	ORDER 8041	25.00	
				318449751	12/7/2023	318449751	24.95	
				318449752	12/7/2023	318449752	19.95	
				319074831	12/7/2023	319074831	19.95	
				TR 04521	12/7/2023	TR 04521	14.03	
				TEWCDHJK	12/7/2023	TEWCDHJK	12.75	2,696.08
	12/26/2023	0025115	RADIA INC PS	DOS 111423 SP	12/6/2023	DOS 111423 SP	115.20	115.20
	12/26/2023	0035753	LOOMIS ARMORED US, LLC	13364841	12/6/2023	INV 13364841	1,021.90	1,021.90
	12/26/2023	0045292	BATES, JERRY	00074	12/6/2023	INV 00074	1,900.00	1,900.00
	12/26/2023	0049293	NORTH PACIFIC DESIGN LLC	2340	12/6/2023	INV 2340	5,255.04	5,255.04
						Sub total for U S BANK:		16,264.06

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	12/26/2023	0016373 WESTERN CONFERENCE OF	PENNOV23	12/7/2023	TEAMSTERS' PENSION TRUS	7,355.25	7,355.25
					Sub total for U S BANK:		7,355.25

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000289	CDW GOVERNMENT, INC.	KC37888	12/19/2023	IT20230202A - CISCO C9300	82,559.19	
				SE2306645	12/19/2023	IT20231016 - ISE	4,845.00	87,404.19
	12/26/2023	0000674	GOVCONNECTION, INC.	74698398	12/19/2023	IT20231106 - NETWORK TEST	2,828.85	
				74775314	12/19/2023	IT20231201A - THREAT DEFEI	391.59	
				74446151	12/19/2023	DC120230719 - CREDIT FOR I	-651.71	2,568.73
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132272	12/19/2023	BOCC COPY COUNTS	1,087.14	
				1132273	12/19/2023	IT COPY COUNTS	41.65	1,128.79
	12/26/2023	0030587	B&H PHOTO VIDEO	219240135	12/19/2023	IT20231206 - LAPTOP	949.61	
				218904410	12/19/2023	DCD20231127A	402.36	1,351.97
	12/26/2023	0048851	3R TECHNOLOGY LLC	INV-14050	12/19/2023	IT E-CYCLE	109.00	
				PO-11158	12/19/2023	CREDIT TO ACCOUNT	-17.00	92.00
	12/26/2023	0049297	BEYOND TECHNOLOGIES LL(	INV-2926	12/19/2023	IT20231205 - HR DIRECTORY	999.00	999.00
						Sub total for U S BANK:		93,544.68

Final Check List
CLALLAM COUNTY

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000628	GALLS LLC	026253485	11/14/2023	UNIFORMS & CLOTHING	83.78	83.78
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132519	11/30/2023	EQUIP-REPAIR/MAINT	259.12	
				1132518	11/30/2023	EQUIP-REPAIR/MAINT	173.10	
				1132522	11/30/2023	EQUIP-REPAIR/MAINT	53.19	
				1132521	11/30/2023	EQUIP-REPAIR/MAINT	8.98	
				1132520	11/30/2023	EQUIP-REPAIR/MAINT	3.78	498.17
	12/26/2023	0001198	PART WORKS INC, THE	INV100184	11/29/2023	CAPITAL MINOR EQUIP	1,749.20	1,749.20
	12/26/2023	0001240	PITNEY BOWES	3318342841	11/29/2023	LEASE-PITNEY BOWES	254.51	254.51
	12/26/2023	0001252	PORT ANGELES, CITY OF	72927-155134.1	11/30/2023	UTILITIES-CITY OF PA	5,199.55	5,199.55
	12/26/2023	0001262	PORT OF PORT ANGELES	PS-INV103279	12/1/2023	BUILDING/OFFICE RENTAL-L/	2,945.54	2,945.54
	12/26/2023	0001509	CORDANT HEALTH SOLUTION	TC-1645011302	11/30/2023	PRO SVCS-DIV	47.54	47.54
	12/26/2023	0002030	WAJCA, ANGIE HOLLIS TREA	WAJCADUES 2	12/5/2023	DUES/MEMBERSHIPS	1,278.00	1,278.00
	12/26/2023	0014681	PROFORCE LAW ENFORCEM	535394	11/22/2023	CAPITAL MINOR EQUIP & SM/	5,171.13	5,171.13
	12/26/2023	0042355	BRILEY, JUDITH	113023JB	12/3/2023	CAP VOL-MILEAGE	15.20	15.20
	12/26/2023	0048811	ANDERSON, EILEEN	113023EA	11/30/2023	CAP VOL-MILEAGE	49.78	49.78
						Sub total for U S BANK:		17,292.40

Final Check List
CLALLAM COUNTY

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0001641	VERIZON WIRELESS	9950132585	11/24/2023	VERIZON PHONE BILL; RDS =	138.54	138.54
	12/26/2023	0004048	NOXIOUS WEED BOARD	LMD2023	12/5/2023	2023 ADMINSITRATIVE SERVI	1,575.00	1,575.00
	12/26/2023	0020849	U S BANK	2312071914916	12/7/2023	WA PESTICIDE LICENSE REN	103.00	
				US Bank2023 1	12/7/2023	LEE VALLEY TOOL ORDER - I	2.27	105.27
	12/26/2023	0047564	ARESTIL	101623	10/18/2023	LAKE SUTHERLAND MILFOIL	5,343.12	5,343.12
						Sub total for U S BANK:		7,161.93

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/19/2023	0000087	ANGELES ELECTRIC INC	20786	12/7/2023	1906CH MINOR REPAIR REPL	441.91	441.91
	12/19/2023	0000091	ANGELES MILLWORK & LUMB	344311	12/7/2023	MTHR LNG SAND TXTR ADHE	15.21	15.21
	12/19/2023	0000196	BILLS PLUMBING & SANIKAN	s3662746	12/7/2023	FG SANIKANS	2,265.00	
				s3666532	12/7/2023	FWB SANIKAN	105.00	
				s3666369	12/7/2023	SMPK RDG SANIKAN	100.00	
				s3666724	12/7/2023	DRA SANIKAN	100.00	2,570.00
	12/19/2023	0000290	CED/STUSSER - SEATTLE	5948-1046681	12/7/2023	CH FLXCON	4.49	4.49
	12/19/2023	0000360	CLALLAM COUNTY ER&R	2023-347e	12/7/2023	Q4 ERR	35,358.21	35,358.21
	12/19/2023	0000427	CRESCENT WATER ASSOCIA	507 11/23	12/7/2023	SC NOV WATER	270.39	270.39
	12/19/2023	0000427	CRESCENT WATER ASSOCIA	459 11/23	12/7/2023	FWB NOV WATER	55.00	55.00
	12/19/2023	0000677	GRAINGER INC	9918504292	12/7/2023	MTHR LNG BLIND RIVET PIPE	87.10	
				9918079485	12/7/2023	2008FAC JAIL LOCK R/R BLIN	56.91	144.01
	12/19/2023	0000742	HOCH CONSTRUCTION	2207FAC Pay Ap	12/7/2023	2207FAC EVSE CHRG STN PA	55,387.68	55,387.68
	12/19/2023	0001036	MURREYS OLYMPIC DISPOSA	7894575s112	12/7/2023	SC NOV GARBAGE	2,491.74	
				7839459s112	12/7/2023	FG GARBAGE	695.47	
				7895265s112	12/7/2023	CH NOV RECYCLE	590.49	
				7894562s112	12/7/2023	DRA NOV GARBAGE	288.80	
				7895771s112	12/7/2023	SC NOV RECYCLE	280.17	
				7895772s112	12/7/2023	DRA NOV RECYCLE	127.55	
				7895343s112	12/7/2023	CH NOV RECYCLE	112.07	4,586.29
	12/19/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132302	12/7/2023	ADM COPIER SERV	230.35	
				1132278	12/7/2023	FG COPIER SERV	78.74	309.09
	12/19/2023	0001187	PAPE MACHINERY INC	325330 s	12/7/2023	FG CANOPY KIT FOR GATOR	4,170.17	
				14644553	12/7/2023	CH MWR BLDE CREDIT RETL	-255.81	3,914.36

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/19/2023	0001252	PORT ANGELES, CITY OF	60327-152976 1'	12/7/2023	WSU NOV UTIL & GARBAGE	889.18	
				60387-154282 1'	12/7/2023	FG NOV UTIL	554.42	
				60387-153006 1'	12/7/2023	FG NOV UTIL	458.96	
				60387-154442 1'	12/7/2023	FG NOV UTIL	454.91	
				60387-153004 1'	12/7/2023	FG NOV UTIL	314.51	
				60387-152668 1'	12/7/2023	FG UTIL & GARBAGE	297.29	
				60387-153008 1'	12/7/2023	FG NOV UTIL	265.22	
				60387-154714 1'	12/7/2023	FG NOV UTIL	260.25	
				60387-152998 1'	12/7/2023	FG NOV UTIL	233.93	
				60387-159546 1'	12/7/2023	FG NOV UTIL	88.07	
				60387-15823 11/	12/7/2023	FG NOV UTIL	53.58	
				60387-153000 1'	12/7/2023	CH DUMP FEE	36.45	
				60387-154634 1'	12/7/2023	FG NOV UTIL	36.45	3,943.22
	12/19/2023	0001252	PORT ANGELES, CITY OF	82562	12/7/2023	1906CH PRSR WSH RPR INSI	225.00	225.00
	12/19/2023	0001253	PORT ANGELES SOLID WAST	1173608	12/7/2023	CH DUMP FEE	56.25	
				1173134	12/7/2023	CH DUMP FEE	54.31	110.56
	12/19/2023	0001300	PUBLIC UTILITY DISTRICT	13575 11/23	12/7/2023	SC NOV ELECT	418.13	
				75463 11/23	12/7/2023	SC NOV ELECT	412.90	
				22650 11/23	12/7/2023	CB NOV ELECT & WATER	351.10	
				13572 11/23	12/7/2023	SC NOV ELECT	301.76	
				57419 11/23	12/7/2023	DL NOV ELECT	92.38	
				13424 11/23	12/7/2023	FWB NOV ELECT	50.34	
				13573 11/23	12/7/2023	SC NOV ELECT	45.89	
				13571 11/23	12/7/2023	SC UNMETERED LIGHT	20.92	
				126922 11/23	12/7/2023	LKPLST UNMETERED LIGHT	14.09	
				54219 11/23	12/7/2023	WKPLSNT UNMETERED LIGH	14.09	1,721.60
	12/19/2023	0001331	RAINBOW SWEEPERS INC	46451	12/7/2023	FG ROD FOR FENCE REPAIR	81.60	81.60
	12/19/2023	0001540	SWAIN'S GENERAL STORE IN	320775	12/7/2023	2301CH RSTR JV CAULK FOR	14.30	14.30
	12/19/2023	0001641	VERIZON WIRELESS	9950045185	12/7/2023	ADM JV CH FG NOV CELL & H	312.06	312.06
	12/19/2023	0001708	WA ST DEPT OF LABOR &, INI	369544	12/7/2023	1906CH MNR RPR	986.70	
				368841	12/7/2023	1906CH MNR RPR	149.50	1,136.20
	12/19/2023	0001767	WEST WASTE & RECYCLING	301571	12/7/2023	CB LKPLSNT NOV GARBAGE	144.00	144.00
	12/19/2023	0001769	WESTERN DETENTION PROD	20232900	12/7/2023	2008FAC JAIL LOCK REPLC 1	941.56	941.56
	12/19/2023	0003431	HI-TECH SECURITY, INC.	71003	12/7/2023	2301CH RSTR JV BLD TV & M	489.55	489.55
	12/19/2023	0006434	WRAY, RIC	Swains b25597	12/7/2023	JV COUPLER REIMBURSE R	5.41	5.41

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/19/2023	0028699	SOUND PUBLISHING INC	PDN 988121	12/7/2023	ADM LEGAL NTC OF HRNG FI	54.78	54.78
	12/19/2023	0033343	GOOD2GO!	83704620	12/7/2023	M BRIDGE TOLL TRAVEL	6.50	6.50
	12/19/2023	0035592	CAMPLIFE INC	17224228	12/7/2023	DRA SC NOV RESERVATION S	320.00	320.00
	12/19/2023	0036323	BUCK'S NORTHWEST LANDS(	3101	12/7/2023	CH LANDSCAPE MNTC	1,131.52	1,131.52
	12/19/2023	0037225	JACKSON, DALE	81723-01 11/23	12/7/2023	2006FAC EOC RELOC NOV PI	3,116.00	3,116.00
	12/19/2023	0041147	AMERIGAS PROPANE LP	3157826819	12/7/2023	FG PROPANE TANK RENTAL	135.31	135.31
	12/19/2023	0041504	IML SECURITY SUPPLY	3887614	12/7/2023	2301CH RSTR JV OCCUPANC	125.85	
				3876826	12/7/2023	2301CH RSTR JV LATCH PRC	116.24	242.09
	12/19/2023	0041605	HOME DEPOT PRO	778166645	12/7/2023	2301FAC RSTR JV LINERS BA	923.39	
				777711730	12/7/2023	JAIL LED	603.82	
				759192313	12/7/2023	CH NIT GLOVES	195.73	
				778166652	12/7/2023	CH LINERS	168.86	
				777279845	12/7/2023	2301CH RSTR JV 26W CFL	79.77	1,971.57
	12/19/2023	0041765	CALL LUKE LLC	3973	12/7/2023	SC RODENT SERV, BAIT, STA	323.14	323.14
	12/19/2023	0041995	CASCADIA WATER LLC	3401 10-11/23	12/7/2023	DRA OCT NOV WATER	428.00	428.00
	12/19/2023	0044353	PETTIT, DONALD	w57048	12/7/2023	M NUTS & BOLTS REIMBURSI	1.18	1.18
	12/19/2023	0048758	GIORDANO RESTORATIONS	1515	12/7/2023	MTHR LNGE REPAIR SERVIC	4,687.50	4,687.50
	12/19/2023	0048912	HOCH CONSTRUCTION RETA	2207FAC Pay Ap	12/7/2023	2207FAC EVSE CHG STN PAY	2,668.00	2,668.00
	12/19/2023	0049292	ADAMANT COMMERCIAL, REI	10003	12/7/2023	2301CH RSTR JV BLD COOLE	1,882.01	1,882.01
						Sub total for U S BANK:		129,149.30

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000099	A-1 AUTO PARTS	1462185	11/30/2023	Remanufactured ALTE, 12 Volt	637.57	
				1462633	12/6/2023	Remanufactured ALTE - SQ 17(	233.04	
				1461971	11/28/2023	10mmX60mm, Permatex - SQ (	43.53	
				1461950	11/28/2023	ISO, Fuel Treatment, Marine Pr	40.82	954.96
	12/26/2023	0000592	FORKS AUTO ELECTRIC	961628	12/4/2023	Battery - LC 216	172.67	172.67
	12/26/2023	0000594	DECKER CITY HARDWARE, TI	503627	12/4/2023	Propane - LC 831	19.12	19.12
	12/26/2023	0000633	GARYS PAY & SAVE AUTO BO	072423ERR	7/24/2023	Repairs - LC A54	446.65	446.65
	12/26/2023	0001036	MURREYS OLYMPIC DISPOSA	7894584S112	12/1/2023	Garbage Services - SQ	208.41	208.41
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132119	11/30/2023	Loaner Printer - PA	1,771.00	
				1132330	11/30/2023	Billable Copies - Admin 6553	732.06	
				1132331	11/30/2023	Billable Copies - Engineering 62	108.80	
				1132329	11/30/2023	Billable Copies - ER&R	16.04	2,627.90
	12/26/2023	0001187	PAPE MACHINERY INC	14917078	12/4/2023	Filter Kit - PA MP5	548.97	
				14937019	12/1/2023	Neurtral Start S - LC 415	282.38	
				14944851	12/5/2023	Magnet - PA 456	75.21	
				14691934	8/9/2023	Freight - PA CH191	32.64	
				14691934-23	8/9/2023	Freight - PA CH191	32.64	971.84
	12/26/2023	0001255	PRICE FORD LINCOLN MERCI	5051505	11/22/2023	Matts - PA S366, S367, S368, S	529.01	
				693148/1	12/5/2023	Repairs - PA S368	99.89	
				5051600	12/1/2023	TPMS Sensor - PA 16	64.93	
				5051603	12/1/2023	Hose ASY - PA S301	30.07	
				5051128	10/31/2023	Return Credit - PA 108	-514.55	209.35
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	9896-112723	11/27/2023	Electric Utility Chrg- 160 Grant S	483.13	
				109032/112723	11/27/2023	Electric utility - Gravel Pit Rd 20	50.34	533.47
	12/26/2023	0001385	SAFETY-KLEEN CORP	93062329	11/16/2023	Solvent - PA	176.60	176.60
	12/26/2023	0001405	LES SCHWAB TIRE CENTERS	38000835480	11/28/2023	Tire - PA 744	206.24	206.24
	12/26/2023	0001426	SEQUIM, CITY OF	1295.0 1201202	12/1/2023	Utility Charges (Water & Sewer	254.52	254.52
	12/26/2023	0001542	SWANSONS REPAIR	120523ERR2	12/5/2023	Cheater Pipe - LC 203	34.26	
				120823ERR	12/5/2023	Cheater Pipe - LC 207	34.26	68.52
	12/26/2023	0001551	TACOMA SCREW PRODUCTS	140097029-00	11/27/2023	Rubber Straps - SQ	320.06	
				140096393-00	11/15/2023	Cleaner - PA	280.05	
				310032237-00	11/15/2023	Aerosol - SQ	84.19	684.30
	12/26/2023	0001641	VERIZON WIRELESS	9949951175-503	11/22/2023	PA Sign Shop Laptop Line -PA	80.02	80.02

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0001767	WEST WASTE & RECYCLING	0000303496	11/30/2023	Sanican, 410 Frontier St - CB	120.00	
				0000301408	11/30/2023	Garbage Collection, 51 Bedrock	72.00	
				0000301409	11/30/2023	Garbage Collection, 410 Frontie	36.00	228.00
	12/26/2023	0001781	WHITEHEADS AUTO PARTS IN	273858	12/5/2023	Fluid Filter - LC	145.57	
				273411	11/29/2023	5w20 - LC 160	59.30	
				273413	11/29/2023	5w20 - LC S334	59.30	
				273559	11/30/2023	SG BLA - LC	24.15	
				273600-23	12/1/2023	Body Hardware - LC 240	7.23	
				273806-23	12/4/2023	Hold Down - LC 216	6.07	301.62
	12/26/2023	0004211	CENTURYLINK	4295169B/11232	11/23/2023	Phone services - ER&R 169B P	41.17	41.17
	12/26/2023	0017663	ARAMARK UNIFORM SVCS IN	5120367443	12/5/2023	Laundry Services - PA	21.63	
				5120365075	11/30/2023	Laundry Services - SQ	16.34	
				5120367428	12/5/2023	Laundry Services - WE	16.30	54.27
	12/26/2023	0020849	U S BANK	1968-274750	11/27/2023	ProSourceDiesel-Rebuild Kit - F	352.45	
				9921-9513888	11/29/2023	HomeDepot:Drain Opener, Outl	66.06	
				9221-1333843	11/30/2023	Amzn:HiWins-Bulletin Board - S	65.15	
				9221-033040	11/29/2023	Walmart-Clock, HKBRD - SQ 2	63.21	
				9221-8012279	11/20/2023	HomeDepot-Cordless FW - SQ	62.05	
				9221-1961028	11/21/2023	Amzn:Amzn-WiFi System - SQ	46.69	
				9221-1513680	11/27/2023	HomeDepot-Glue, Paint - SQ 2	36.70	
				1968-8130611	11/13/2023	Amzn:GoorDik/YHYZ-Key Rings	22.81	
				9221-4129850	11/22/2023	Amzn:NationalTool- Drain Funn	21.00	
				9221-8012308	11/20/2023	HomeDepot-PVC Pipe - SQ 40	18.92	
				1968-3026656	11/6/2023	Amzn:GLVSAE-Clock - PA 20-E	10.86	765.90
	12/26/2023	0022435	RACE STREET AUTO PARTS	655149-23	12/1/2023	Calipers, Pads, Rotors - PA 101	687.86	
				654376	11/22/2023	Brake Pads, Rotors, Calipers - I	439.24	
				654709-23	11/28/2023	Virtual Kit - PA S344	374.79	
				654285-23	11/22/2023	Wiper Blades - PA Stores	137.20	
				655162-23	12/1/2023	Oil Filters, Fuel Filter -PA Stores	126.09	
				655559-23	12/5/2023	Regulator - PA	117.82	
				655514-23	12/5/2023	Gasket Set, Spark Plugs, Spray	113.17	
				654732-23	11/28/2023	Canister Purge Valve - PA S344	44.83	
				655523-23	12/5/2023	Engine Flush - PA S335	17.72	
				648480-23	10/2/2023	Return Credit - PA 180	-63.16	1,995.56

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0040272	MATT'S TOOLS USA LLC	138952	12/5/2023	Lumenator - PA 20-SMTOOL	172.50	
				138362	11/9/2023	Nitrile Gloves - PA	27.20	199.70
	12/26/2023	0042872	PROPANE NORTHWEST	1511717519	11/28/2023	Propane - LC	313.55	313.55
	12/26/2023	0043469	PETROCARD	0505565-IN	11/30/2023	Dyed Diesel and Unleaded - LC	9,780.92	9,780.92
						Sub total for U S BANK:		21,295.26

Public Works Roads

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000099	A-1 AUTO PARTS	00011462931	12/6/2023	MAINTENANCE SUPPLIES-SC	322.10	322.10
	12/26/2023	0000196	BILLS PLUMBING & SANIKAN	IS3666584	12/15/2023	SANIKAN 1453 W WASHINGT	100.00	100.00
	12/26/2023	0000360	CLALLAM COUNTY ER&R	2023.337E	12/3/2023	11/23 EQUIPMENT RENT	125,658.84	125,658.84
	12/26/2023	0000363	CLALLAM COUNTY SHERIFF	2023Q3ENDOFY	12/8/2023	2023 Q3 AND Q4 END OF YEA	6,431.14	6,431.14
	12/26/2023	0000546	EXPRESS SERVICES, INC	29964507-10101	11/21/2023	EXPRESS EMPLOYMENT 11/1	1,729.10	1,729.10
	12/26/2023	0000561	FERGUSON ENTERPRISES IN	1875176	9/28/2023	MAINTENANCE SUPPLIES-SC	2,951.19	
				2067288	11/21/2023	MAINTENANCE SUPPLIES- S(	263.15	3,214.34
	12/26/2023	0000714	HARTNAGEL BLDG SUPPLY IN	860860	11/28/2023	MAINTENANCE SUPPLIES	128.12	
				860880	11/29/2023	MAINTENANCE SUPPLIES	40.17	
				861169	12/6/2023	SUPPLY RETURN	-96.63	71.66
	12/26/2023	0001207	PENINSULA COLLEGE	WA010TPC6077	11/29/2023	PC FOR CDL CLASS	13,990.00	13,990.00
	12/26/2023	0001405	LES SCHWAB TIRE CENTERS	3800083148	12/1/2023	MAINTENANCE SUPPLIES-SC	327.96	327.96
	12/26/2023	0001540	SWAIN'S GENERAL STORE IN	320983	12/6/2023	ENGINEERS SUPPLIES	228.20	
				320726	11/30/2023	MAINTENANCE SUPPLIES	45.53	
				320909	12/4/2023	MAINTENANCE SUPPLIES	43.36	317.09
	12/26/2023	0001551	TACOMA SCREW PRODUCTS	140096393-101(	11/15/2023	MAINTENANCE SUPPLIES-PA	235.49	
				140096393-01	11/27/2023	MAINTENANCE SUPPLIES- P/	4.67	240.16
	12/26/2023	0001586	TRAFFIC SAFETY SUPPLY CO	INV063594	9/27/2023	TRAFFIC SAFTEY SUPPLIES	1,593.76	
				INV063975	10/9/2023	TRAFFIC SAFTEY SUPPLIES-	796.62	2,390.38
	12/26/2023	0001635	UTILITIES UNDERGROUND LC	3110250	11/30/2023	UTILITIES UNDERGROUND L(	238.65	238.65
	12/26/2023	0001641	VERIZON WIRELESS	9949951175-101	11/22/2023	VERIZON ROADS	495.41	495.41
	12/26/2023	0016373	WESTERN CONFERENCE OF,	100123TEAMPE	10/1/2023	10/23 TEAM PENSION TRUST	412.00	
				110123TEAMPE	11/1/2023	10/23 TEAM PENSION TRUST	138.50	550.50
	12/26/2023	0017663	ARAMARK UNIFORM SVCS IN	5120367441	12/5/2023	LAUNDRY SERVICE-PA	16.32	
				5120365076	11/30/2023	LAUNDRY SERVICE-SQ	16.30	
				5120367429	12/5/2023	LAUNDRY SERVICE-LC	16.29	48.91

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0020849	U S BANK	3953-79428	11/14/2023	OLYMPIC LODGE- CAMS CON	1,502.54	
				3953-2648494	11/16/2023	NORTHWEST MULTIPLE LIST	420.00	
				9221-3622444	11/15/2023	HOME DEPOT-MAINTENANCI	380.06	
				3953-0791-1223	11/6/2023	CENTURYLINK	352.69	
				3953-783917451	11/29/2023	MURREYS -OLYMPIC WASTE	260.04	
				9221-8221013	11/21/2023	AMAZON.COM MAINTENANCI	217.19	
				9221-9689020	11/22/2023	AMAZON.COM MAINTENANCI	188.96	
				3953-00024631(	11/6/2023	LDPRODUCTS	184.17	
				9221-099293	11/29/2023	HARBOR FRIGHT-MAINTENAI	174.03	
				9221-8278	11/8/2023	DOG HOUSE POWDER COAT	163.20	
				3953-1356-1223	11/3/2023	CENTURYLINK	134.98	
				7844-00084820	11/14/2023	SAFEWAY- CAMS CONFEREN	121.37	
				1968-9228203	11/20/2023	AMAZON.COM MAINTENANCI	115.79	
				9221-100033	11/7/2023	SEQUIM VALLEY	107.42	
				9221-8612617	11/30/2023	HOME DEPOT-MAINTENANCI	105.06	
				9221-2681828	11/21/2023	AMAZON.COM MAINTENANCI	86.87	
				9221-005628	11/8/2023	ACE HARDWARE-MAINTENAI	70.41	
				7844-0577800	11/14/2023	AMAZON. COM MAINTENANC	62.88	
				9221-038940	11/30/2023	WALMART- OFFICE SUPPLIE:	60.24	
				9221-3773040	11/16/2023	AMAZON.COM MAINTENANCI	35.60	
				9221-054445	11/20/2023	COSTCO-MAINTENANCE SUI	30.47	
				7844-00001755	11/15/2023	SAFEWAY- CAMS CONFEREN	25.57	
				1968-PRIME-11:	11/9/2023	AMAZON PRIME	16.31	
				3953-PRIME-12:	12/6/2023	AMAZON PRIME	16.31	
				3953-1660428	11/27/2023	LE MAY MOBILE SHREDDING	15.84	
				9221-104337	11/30/2023	WALMART- SUPPLIES	12.28	
				3953-42047878	11/30/2023	GOOD TO GO- TOLL FEES	6.50	4,866.78
	12/26/2023	0022435	RACE STREET AUTO PARTS	655591-120523	12/5/2023	MAINTENANCE SUPPLIES-SC	101.47	101.47
	12/26/2023	0042626	PACIFIC CORRUGATED PIPE	S1459208	9/22/2023	MAINTENANCE SUPPLIES -P/	7,946.75	7,946.75
	12/26/2023	0043469	PETROCARD	C336165	11/30/2023	FUEL CONSUMED	25.34	25.34
						Sub total for U S BANK:		169,066.58

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0036990	ANCHOR QEA LLC	20983	11/21/2023	DNG RESERVOIR CONSULTII	17,403.67	
				20990	11/21/2023	DNG RESERVOIR CONSULTII	5,090.47	22,494.14
						Sub total for U S BANK:		22,494.14

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000283	CASCADE SOFTWARE SYSTE	INV-137894	1/6/2023	CUSTOM PROGRAMMING -C/	340.00	340.00
	12/26/2023	0000332	CLALLAM CO AUDITORS TAX	11/23-SUT41401	11/30/2023	SALES AND USE TAX 11/23	429.09	429.09
	12/26/2023	0000360	CLALLAM COUNTY ER&R	2023.339E	12/3/2023	11/23 EQUIPMENT RENT	1,965.54	1,965.54
	12/26/2023	0000594	DECKER CITY HARDWARE, TI	802069	11/24/2023	MAINTENANCE SUPPLIES- W	455.47	
				802563	11/27/2023	MAINTENANCE SUPPLIES- W	86.84	542.31
	12/26/2023	0000677	GRAINGER INC	9914375036	11/22/2023	MAINTENANCE SUPPLIES- W	129.44	129.44
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	23007-112223	11/22/2023	10/18-11/20 176 FRONT ST	944.04	
				23193-112823	11/28/2023	10/18-11/20 HWY 112 ACROSS	360.10	
				22991-112223	11/22/2023	10/18-11/20 HWY 112 OPP PUI	244.93	
				23221-112223	11/22/2023	10/18-11/20 12901 HWY 112	223.03	
				23040-112223	11/22/2023	10/18-11/20 FRONT ST	186.30	1,958.40
	12/26/2023	0020849	U S BANK	3953-1116-1223	11/6/2023	CENTURYLINK	253.13	
				8199-063358	11/8/2023	USPS- POSTAL SERVICE	85.25	
				8199-038857	11/14/2023	USPS- POSTAL SERVICE	79.95	
				8199-077427	12/5/2023	USPS- POSTAL SERVICE	77.30	
				3953-3747441	11/21/2023	AMAZON .COM	13.73	
				8199-008429	11/9/2023	USPS- POSTAL SERVICE	8.56	517.92
	12/26/2023	0001641	VERIZON WIRELESS	9949951175-414	11/22/2023	VERIZON 360-809-9461	66.36	66.36
	12/26/2023	0001767	WEST WASTE & RECYCLING	0000301416	11/30/2023	WWTP GARBAGE SERVICE	36.00	36.00
	12/26/2023	0000546	EXPRESS SERVICES, INC	29964507-43401	11/21/2023	BULLMAN BEACH-CROSS	956.44	
				29904296-43401	11/8/2023	BULLMAN BEACH -CROSS	632.41	
				29930463-43401	11/15/2023	BULLMAN BEACH -CROSS	339.43	1,928.28
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	24561-112223	11/22/2023	10/20-11/19 BULLMAN BEACH	68.40	68.40
	12/26/2023	0020849	U S BANK	7844-430087	11/29/2023	HANNA INSTRUMENTS- POR	1,346.94	1,346.94
	12/26/2023	0000332	CLALLAM CO AUDITORS TAX	11/23-SUT 4240	11/30/2023	SALES AND USE TAX 11/23	158.30	158.30
	12/26/2023	0000360	CLALLAM COUNTY ER&R	2023.340E	12/3/2023	11/23 EQUIPMENT RENT	86.67	86.67
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	119586-112723	11/27/2023	10/19-11/16 1453 W WASHING	95.03	95.03
	12/26/2023	0001426	SEQUIM, CITY OF	4405.0.1123 US	12/1/2023	SEWER USAGE 11/01-11/30	6,247.02	
				C23-11	12/4/2023	11/23 MONTHLY MAINTENAN(	2,767.09	
				4405.0.1123 BS	12/1/2023	SEWER BASE 11/01-11/30	2,341.00	11,355.11
	12/26/2023	0001641	VERIZON WIRELESS	9950068154	11/23/2023	CARLSBORG SEWER VERIZC	153.12	153.12
	12/26/2023	0020849	U S BANK	3953-SW2023-0	11/16/2023	WASHINGTON STATE ASSOC	1,254.00	1,254.00

Sub total for U S BANK: 22,430.91

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000008	LEXIS NEXIS RISK MGMT INC	10358151-20231	11/30/2023	DATABASE INTERFACE FEE	54.40	54.40
	12/26/2023	0000360	CLALLAM COUNTY ER&R	2023.319E	11/8/2023	2023 CAPTIAL EQUIPMENT C	258,616.00	
				2023.344E	12/3/2023	RENTAL OF CHAIN GANG VEI	3,800.00	262,416.00
	12/26/2023	0000360	CLALLAM COUNTY ER&R	2023.334E	12/7/2023	MILEAGE	48,367.03	48,367.03
	12/26/2023	0000593	FORKS, CITY OF	2801	12/1/2023	PRISONER BOARD - NOV 202	302.80	302.80
	12/26/2023	0000608	FRANZ FAMILY BAKERIES	117101004523	11/20/2023	FOOD	257.80	
				117101004564	11/30/2023	FOOD	181.44	
				117101004441	11/2/2023	FOOD	159.60	
				117101004473	11/9/2023	FOOD	147.84	
				117101004460	11/6/2023	FOOD	134.40	
				117101004492	11/13/2023	FOOD	134.40	
				117101004504	11/16/2023	FOOD	117.60	1,133.08
	12/26/2023	0000709	HARBOR SAW & SUPPLY	759482	6/29/2023	CHAIN GANG SUPPLIES	713.61	
				761291	7/13/2023	CHAIN GANG SUPPLIES	127.19	
				759587	6/29/2023	CHAIN GANG SUPPLIES	123.97	
				758639	6/22/2023	CHAIN GANG SUPPLIES	24.08	988.85
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132859	11/30/2023	MAINTENANCE AGREEMENT	716.42	
				1132870	11/30/2023	MAINTENANCE AGREEMENT	267.91	
				1132871	11/30/2023	MAINTENANCE AGREEMENT	180.12	
				1132858	11/30/2023	MAINTENANCE AGREEMENT	134.53	
				1132865	11/30/2023	MAINTENANCE AGREEMENT	86.76	
				1132866	11/30/2023	MAINTENANCE AGREEMENT	61.68	
				1132868	11/30/2023	MAINTENANCE AGREEMENT	47.14	
				1132861	11/30/2023	MAINTENANCE AGREEMENT	43.45	
				1132860	11/30/2023	MAINTENANCE AGREEMENT	23.20	
				1132864	11/30/2023	MAINTENANCE AGREEMENT	19.74	
				1132869	11/30/2023	MAINTENANCE AGREEMENT	17.32	
				1132867	11/30/2023	MAINTENANCE AGREEMENT	11.09	1,609.36
	12/26/2023	0001252	PORT ANGELES, CITY OF	82495-155150-D	11/30/2023	UTILITIES-NICHOLAS RD	48.96	48.96
	12/26/2023	0001543	SWANSONS SERVICES CORP	1785154	11/23/2023	INDIGENT PACKS	29.21	29.21

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0001547	SYSCO FOOD SERVICES OF S	555311817	11/9/2023	FOOD & SUPPLIES	1,696.90	
				555336762	11/22/2023	FOOD & SUPPLIES	1,125.34	
				555298589	11/2/2023	FOOD & SUPPLIES	1,067.96	
				555325730	11/16/2023	FOOD & SUPPLIES	839.62	
				555350196	11/30/2023	FOOD & SUPPLIES	765.48	
				555263630	11/16/2023	FOOD	88.42	5,583.72
	12/26/2023	0001579	TIME KEEPING SYSTEMS, INC	CLA010243368	12/5/2023	1 YR SUPPORT GUARD 1 RE/	2,495.00	2,495.00
	12/26/2023	0001641	VERIZON WIRELESS	9950045184	12/7/2023	CELL PHONE SERVICE	675.66	675.66
	12/26/2023	0001734	WA ST PATROL	I2402744	12/1/2023	BACKGROUND CHECKS	1,095.50	1,095.50
	12/26/2023	0001767	WEST WASTE & RECYCLING	0000301574	11/30/2023	GARBAGE DISPOSAL - SLIP F	72.00	72.00
	12/26/2023	0004211	CENTURYLINK	206-T30-9144-D	12/7/2023	DATA CONNECTIONS	467.66	
				206-T31-9138-D	12/7/2023	DATA CONNECTIONS	55.20	522.86
	12/26/2023	0006886	SYSTEMS FOR PUBLIC SAFET	44257	11/9/2023	PATROL CAR EQUIPMENT	18,344.32	
				44256	11/9/2023	PATROL CAR EQUIPMENT	18,080.51	
				44255	10/31/2023	PATROL CAR EQUIPMENT	17,630.48	
				44258	10/30/2023	PATROL CAR EQUIPMENT	17,630.48	71,685.79
	12/26/2023	0017787	DAIRY FRESH FARMS INC	8082333415	11/30/2023	FOOD	338.46	
				8082330612	11/2/2023	FOOD	286.68	
				8082332613	11/22/2023	FOOD	247.19	
				8082332006	11/16/2023	FOOD	219.55	
				8082331316	11/9/2023	FOOD	204.66	
				8082332014	11/16/2023	FOOD	131.81	
				8082331317	11/9/2023	FOOD	33.30	
				11/22/2023	11/22/2023	FOOD	5.35	1,467.00
	12/26/2023	0019100	PLUMLEY, WILLIAM L	671500	11/30/2023	INTERPRETER FEES	195.00	195.00
	12/26/2023	0021923	FIRST RACE CAR WASH	511814	11/30/2023	CAR WASHES	26.00	26.00
	12/26/2023	0029386	STOPPANI, BRANDON	102523	10/25/2023	TRAVEL - LACEY, WA	37.00	37.00
	12/26/2023	0041605	HOME DEPOT PRO	776534133	11/20/2023	JAIL SUPPLIES	689.79	689.79
	12/26/2023	0041605	HOME DEPOT PRO	777950031	11/30/2023	JAIL SUPPLIES	44.06	44.06
	12/26/2023	0041618	CRANOR, GUY	10012023	10/6/2023	TRAVEL - REDMOND, WA	40.00	40.00
	12/26/2023	0042636	HARBOR FOODSERVICE	698605	11/27/2023	FOOD	1,300.69	
				692297	11/13/2023	FOOD	1,195.26	2,495.95
	12/26/2023	0043469	PETROCARD	C336166	11/30/2023	FUEL FOR OPNET, BOATING,	731.25	731.25
	12/26/2023	0044691	VERIZON CONNECT FLEET U	372000057987	12/1/2023	VEHICLE TRACKING SUBSCF	99.88	99.88

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0046683	ODP BUSINESS SOLUTIONS L	341548431001	11/20/2023	OFFICE SUPPLIES	212.88	
				341551565001	11/20/2023	OFFICE SUPPLIES	112.68	
				342585962001	11/22/2023	OFFICE SUPPLIES	58.32	
				341551564001	11/19/2023	OFFICE SUPPLIES	5.23	389.11
	12/26/2023	0047572	GEIGER	5340458	12/2/2023	DRAWSTRING BAGS	986.67	986.67
						Sub total for U S BANK:		404,281.93

Check History Listing
CLALLAM COUNTY

Clerk

Bank code: apbank

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
	12/19/2023	0048343 BERRIT CASAD			BCASADTRAVELNOV23	12/07/2023	27.51	27.51
	12/19/2023	0027983 HYLAND SOFTWARE INC			LE01-328346	12/07/2023	315.31	315.31
	12/19/2023	0033199 LEMAY MOBILE SHREDD			4819530S185	12/07/2023	15.84	15.84
	12/19/2023	0046683 ODP BUSINESS SOLUTIC			343040013001	12/07/2023	210.39	
					343108833001	12/07/2023	97.76	308.15
	12/19/2023	0001179 PACIFIC OFFICE EQUIPM			1132269	12/07/2023	97.35	
					1132268	12/07/2023	83.65	181.00
						apbank Total:		**847.81**

5 checks in this report

Total Checks: **847.81**

Superior Court

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0020849	U S BANK	9947607763	12/7/2023	OCTOBER 2023 - VERIZON CI	50.41	
				9947607763DCA	12/7/2023	OCTOBER 2023 - VERIZON CI	50.41	
				4821623S185	12/7/2023	DECEMBER 2023 - SHREDDIN	15.84	116.66
						Sub total for U S BANK:		116.66

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000008	LEXIS NEXIS RISK MGMT INC	1382924-202311	12/5/2023	MONTHLY SUBSCRIPTION	115.43	115.43
	12/26/2023	0000331	CLALLAM COUNTY AUDITOR	23-158744-C1	12/5/2023	CURRENT USE AND DFL REM	1,840.50	
				23-158707	12/5/2023	TREASURER DEED RECORD	411.00	2,251.50
	12/26/2023	0000363	CLALLAM COUNTY SHERIFF	23000465	12/5/2023	FORECLOSURE POSTING CC	191.62	191.62
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132309	12/5/2023	CANON COPIER CONTRACT	157.13	157.13
	12/26/2023	0001252	PORT ANGELES, CITY OF	3RDQTRUGA23	12/6/2023	3RD QTR UGA REVENUE SHA	68,587.00	68,587.00
	12/26/2023	0021407	MASTER'S TOUCH, LLC, THE	88364	12/5/2023	DELINQUENT POSTCARD MA	519.26	
				P88364	12/5/2023	PREPAID DELINQUENT NOTI(	-21.55	497.71
	12/26/2023	0046683	ODP BUSINESS SOLUTIONS L	341816195001	12/5/2023	OFFICE SUPPLIES	65.26	
				341816194001	12/5/2023	OFFICE SUPPLIES	25.01	90.27
	12/26/2023	0047752	THREE+ONE COMPANY LLC	3233	12/5/2023	CONTRACT BILLING	4,875.00	4,875.00
	12/26/2023	0049207	INVOICE CLOUD INC	3480-2020-11	12/5/2023	MONTHLY FEE AND ACH REJ	120.00	120.00
						Sub total for U S BANK:		76,885.66

Final Check List
CLALLAM COUNTY

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/6/2023	0001300	PUBLIC UTILITY DISTRICT	RM4929 12/6/23	12/6/2023	UTILITIES	801.82	
				WT0047 12/6/23	12/6/2023	UTILITIES	352.70	1,154.52
	12/6/2023	0020849	U S BANK	GW3594 12/6/23	12/6/2023	FOOD	150.00	
				MB8950 12/6/23	12/6/2023	FOOD	150.00	
				VK5992 12/6/23	12/6/2023	FUEL	150.00	
				JM5483 12/6/23	12/6/2023	FOOD	100.00	
				LA5106 12/6/23	12/6/2023	FOOD	100.00	
				MJ3268 12/6/23	12/6/2023	FOOD	100.00	
				MR0685 12/6/23	12/6/2023	FOOD	100.00	850.00
						Sub total for U S BANK:		2,004.52

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DEC 2 6 2023

Date of report: December 20, 2023

General	**$359,581.62**
Other	**$680,778.20**
Total	**$1,040,359.82**

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 _____ 2023.

COPY

_____COUNTY AUDITOR
SHOONA RIGGS

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

_____
MIKE FRENCH

COPY

_____
RANDY JOHNSON

_____
TODD MIELKE (County Administrator)

Weekly Expenditures

Dec. 18 - 22, 2023

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	**Assessor**	3,213.73			
00100.221	**Auditor**	56,446.33			
00100.241/291	**Commissioners (BOCC)**	19,548.40			
19914.291	BOCC - Veterans Relief		3,536.27		
19961.291	BOCC - American Rescue Plan Act		69,576.39		
19991.291	BOCC - Emergency Communications		146,242.44		
00100.331-334	**Dept. of Community Develop't (DCD)**	18,013.43		18.93	
30301.331	DCD - Lower Dungeness Floodplain		1,780.92		
00100.871	**District Court I**	1,241.55			
11301.511	**Health & Human Services (HHS)**		6,089.68		
00100.511	HHS - Environmental Health	5,764.80			
11322.511	HHS - Homeless Task Force		3,633.30		
11323.511	HHS - Chem Dep/Mental Hlth		36,965.69		
11331.511	HHS - Developmental Disabilities		152,814.16		
00100.461	**Human Resources (HR)**	7,675.85			
50401.461	HR - Risk Management		12,636.30		
50501.461	HR - Workers Compensation		2,496.96		
00100.411	**Information Technology (IT)**	28,412.75			
30701.411	IT - Capital Projects		24,246.89		
00100.851	**Juvenile Services**	14,201.62		15.84	
00100.911/912	**Parks Fair Facilities (PFF)**	46,092.43			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		46,401.38		
30201.911	PFF - REET 2 (Real Estate Excise Tax)		1,083.15		
30501.911	PFF - Capital Projects		32,888.25		
00100.841-843	**Prosecuting Attorney**	12,746.52			
	Public Works (PW)				
10101.611	PW - Roads		52,130.21		
30401.331	PW - Dungeness Reservoir		31,506.92		
30805.611	PW - Broadband Infrastructure		5,473.93		
40201.611	PW - Solid Waste		78.02		
41401.611	PW - Clallam/Sekiu Sewer		6,248.81		
43401.611	PW - Bullman Beach Water System		616.76		
50301.611	PW - ER&R (Equip't Rental & Revolving)		38,123.79		
00100.811-815,817	**Sheriff**	61,272.18		156.98	
00100.816	Sheriff - Jail Medical	4,654.71			
11003.811	Sheriff - Boating Safety		545.00		
11008.811	Sheriff - OPNET Drug		1,420.38		
11065.811	Sheriff - OPSCAN Operations		2,066.90		34.76
11080.811	Sheriff - Inmate Commissary		651.84		4.60
00100.861	**Superior Court**	5,198.87			
12905.861	Superior Court - Dispute Resolution		720.00		
12911.861	Superior Court - Courthouse Facilitator		560.00		
00100.231	**Treasurer**	466.30			
12201.231	Treasurer - O&M (Operation & Maintenance)		204.50		
00100.931	**WSU Extension**	74,440.40			
	Total	**359,389.87**	**680,738.84**	**191.75**	**39.36**

VISA Current Charges:	
Statement Date:	

Report Reconciliation		**Totals**			
Total	**1,040,128.71**	**General Fund**	**359,581.62**		
Final Check Lists	**1,040,128.71**	**Non-GF**	**680,778.20**		
Difference	-	**VISA Charges**	-		
		Grand Total	**1,040,359.82**	Use Tax	231.11

Prepared by: COPY

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
12/26/2023	JPS INTEROPERABILITY SOLUTIONS, INC	9474	jkoon	395.00	34.76	395.00
12/26/2023	SWANSONS SERVICES CORP.	1788271	jkoon	52.21	4.60	52.21
12/26/2023	U S BANK	AMZN 11-29-23	lkennedy	215.10	18.93	215.10
12/26/2023	U S BANK	3967	moliver4	180.00	15.84	180.00
12/26/2023	U S BANK	0945-Dec23	jkoon2	1,352.84	119.05	1,565.34
12/26/2023	U S BANK	6730-Dec23	jkoon2	188.81	16.62	1,496.06
12/26/2023	U S BANK	4738-Dec23	jkoon2	121.90	10.73	675.58
12/26/2023	U S BANK	8739-Dec23	jkoon2	120.20	10.58	343.43
			Totals:	**2,626.06**	**231.11**	**4,922.72**

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000360	CLALLAM COUNTY ER&R	2023.341E	12/11/2023	VEHICLE RENTAL FOR NOV	1,381.00	1,381.00
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132262	12/11/2023	CONTRACT OVERAGE CANO	243.84	
				1132263	12/11/2023	CONTRACT OVERAGE CANO	155.64	399.48
	12/26/2023	0001641	VERIZON WIRELESS	9950045188	12/11/2023	DATA FOR APPRAISAL DEVIC	1,137.04	1,137.04
	12/26/2023	0020849	U S BANK	USB 12-11-2023	12/11/2023	FILE FOLDERS FOR BOE CAS	62.76	62.76
	12/26/2023	0021386	STAPLES ADVANTAGE	8072349208	12/11/2023	OFFICE SUPPLIES	210.23	
				8072407687	12/11/2023	PLANNER/CALENDAR	7.38	217.61
	12/26/2023	0033199	LEMAY MOBILE SHREDDING	4819861S185	12/11/2023	DOCUMENT DESTRUCTION	15.84	15.84
						Sub total for U S BANK:		3,213.73

3,213.73+
56,446.33+
235,367.23+
19,794.35+
1,241.55+
3,724.26+
201,543.37+
22,809.11+
52,659.64+
14,201.62+
126,465.21+
12,746.52+
38,123.79+
52,130.21+
6,943.59+
36,980.85+
8,516.48+
57,439.82+
4,654.71+
6,478.87+
670.80+
3,536.27+
75,440.40+
1,040,128.71*+
0.*

0.*

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000546	EXPRESS SERVICES, INC	30029266	12/6/2023	SAVANAH WISE	524.88	
				30065181	12/13/2023	SAVANAH WISE	220.32	
				29993846	11/29/2023	SAVANAH WISE	84.24	829.44
	12/26/2023	0019068	K & H PRINTERS INC	065286	12/12/2023	ENVELOPES & SECRECY SLE	30,126.42	30,126.42
	12/26/2023	0035750	SECRETARY OF STATE	1148	12/14/2023	POSTAGE FOR 2023 GENERA	25,490.47	25,490.47
						Sub total for U S BANK:		56,446.33

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000289	CDW GOVERNMENT, INC.	KR75598	12/11/2023	BOCC CONFERENCE ROOM '	1,302.31	1,302.31
	12/26/2023	0000716	HAYDEN, JOHN F	Jan-24	12/11/2023	SUPERIOR COURT CONFLIC'	2,333.00	2,333.00
	12/26/2023	0000753	PENINSULA HOUSING AUTHO	SH52311302023	12/11/2023	NOVEMBER PAYMENT PER C	32,185.07	32,185.07
	12/26/2023	0001252	PORT ANGELES, CITY OF	E911 November	12/11/2023	EMERGENCY COMMUNICATI(	146,242.44	146,242.44
	12/26/2023	0001607	KAREN L UNGER, P.S.	Jan-24	12/11/2023	SUPERIOR COURT CONFLIC'	4,000.00	4,000.00
	12/26/2023	0004037	HARPER RIDGEVIEW CHAPEL	02096	12/11/2023	MICHAEL KEVIN MICHNEWIC	1,325.00	1,325.00
	12/26/2023	0015513	OLYMPIC PENINSULA COMML	ARPA OPCC 11/	12/11/2023	ARPA - HHS MEDICAL RESPIT	18,705.07	18,705.07
	12/26/2023	0020849	U S BANK	CMO 11/30/2023	12/11/2023	CMO NACO CONF REGISTRA	520.00	
				amazon 12/01/2(	12/11/2023	HOLIDAY BREAKFAST	53.00	573.00
	12/26/2023	0021617	WOLFLEY LAW OFFICE P.S.	Jan-24	12/11/2023	SUPERIOR COURT CONFLIC'	4,000.00	
				Jan-24 JW	12/11/2023	SUPERIOR COURT CONFLIC'	1,050.00	5,050.00
	12/26/2023	0023383	PAYNE LAW, PS	Jan-24	12/11/2023	SUPERIOR COURT CONFLIC'	4,000.00	4,000.00
	12/26/2023	0035416	FRENCH, MICHAEL	CMF 11/13/2023	12/11/2023	CMF WSAC COUNTY LEADEF	981.17	981.17
	12/26/2023	0041493	LANE, MARK	ML 11/16/2023	12/11/2023	ML - CONTINUING ED	188.95	188.95
	12/26/2023	0044646	FORKS COMMUNITY FOOD B/	ARPA 12/11/202	12/11/2023	ARPA CONTRACT 19961.22.0(	17,383.94	17,383.94
	12/26/2023	0048781	MIELKE, TODD	ATM 11/13/2023	12/11/2023	ATM WSAC COUNTY LEADEF	1,097.28	1,097.28
						Sub total for U S BANK:		235,367.23

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000196	BILLS PLUMBING & SANIKAN	IS3666373	11/28/2023	G145 TASK 1 PROFESSIONAL	160.00	160.00
	12/26/2023	0001252	PORT ANGELES, CITY OF	NOVEMBER 202	12/8/2023	CE LANDFILL NOVEMBER 202	10,517.58	10,517.58
	12/26/2023	0003410	LEMAY MOBILE SHREDDING	4820147S185	12/1/2023	ADMIN PROFESSIONAL SERV	15.84	15.84
	12/26/2023	0003567	KENNEDY, LORI	KENNEDY 12-8-	12/8/2023	LRP OPERATING SUPPLIES	40.46	40.46
	12/26/2023	0020849	U S BANK	ICC 12-7-23 CAI	12/7/2023	CE TRAINING REGISTRATION	3,600.00	
				AMZN 1208023	12/8/2023	CE TRAINING TRAVEL	1,535.36	
				AMZN 11-16-23	11/16/2023	LRP OPERATING SUPPLIES	611.15	
				AMZN 11-17-23	11/17/2023	LRP OPERATING SUPPLY	331.84	
				AMZN 11-29-23	11/29/2023	STREAMKEEPERS OPERATIN	215.10	
				AMZN.11-8-23	11/8/2023	G157 OPERATING SUPPLY	199.85	
				AMZN 11-21-23	11/21/2023	LRP OPERATING SUPPLY	89.19	
				AMZN 11-17-23	11/17/2023	CE OPERATING SUPPLY	65.25	
				AMZN 11-19-23	11/19/2023	LRP OPERATING SUPPLIES	65.01	
				AMZN 11-17-23.	11/17/2023	LRP OPERATING SUPPLIES	47.18	
				AMZN 12-3-23	12/3/2023	ADMIN OPERATING SUPPLY	28.18	
				AMZN 11-9-23	11/8/2023	G157 OPERATING SUPPLY	25.23	6,813.34
	12/26/2023	0042760	COCHNAUER, TIM	COCHNAUER 1:	12/12/2023	G145 TASK FORAGE FISH MII	65.50	65.50
	12/26/2023	0044771	SHORE ROAD NURSERY	12/12/23	12/12/2023	G157 VEGETATION PROFESS	1,555.84	1,555.84
	12/26/2023	0046683	ODP BUSINESS SOLUTIONS L	342209552001	11/27/2023	OPERATING SUPPLIES	164.41	
				342210171001	11/27/2023	BUILDING OPERATING SUPPI	140.96	
				341894835001	11/28/2023	G145 T1 $37.40 OPERATING S	112.18	
				341906412001	11/28/2023	BUILDING OPERATING SUPPI	70.48	
				342210170001	11/23/2023	ADMIN OPERATING SUPPLY	2.37	490.40
	12/26/2023	0049296	BB DESIGNS	1001	12/9/2023	LRP OPERATING SUPPLY	135.39	135.39
						Sub total for U S BANK:		19,794.35

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000368	CLALLAM PUBLIC DEFENDER	pa23-289	12/13/2023	COPY SERVICES FOR CASE	121.60	121.60
	12/26/2023	0003410	LEMAY MOBILE SHREDDING	4819529S185	12/1/2023	LEMAY SHREDDING	15.84	15.84
	12/26/2023	0024061	STAPLES BUSINESS ADVANT/	3553996206	12/2/2023	PROBATION OFFICE SUPPLIE	544.98	
				3553996208	12/2/2023	MHC OFFICE SUPPLIES	131.85	
				3554470751	12/9/2023	MHC OFFICE SUPPLIES	83.28	760.11
	12/26/2023	0049146	NEPENTHE LABORATORY SV(	3338	6/30/2023	UA'S FOR MHC	104.00	
				3339	6/30/2023	UA'S FOR MHC	80.00	184.00
	12/26/2023	0049148	CARLSON, KAREN	22558	12/4/2023	INTERPRETOR FOR Y23-951	160.00	160.00
						Sub total for U S BANK:		1,241.55

Final Check List
CLALLAM COUNTY

HHS (1)

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0020849	U S BANK	4878 12-6-23 8	12/6/2023	FOOD - AMZN MKTP - OFFICE	551.99	
				4878 12-6-23 10	12/6/2023	FOOD - NATIONAL ENVIRONM	515.00	
				4878 12-6-23 9	12/6/2023	FOOD - NATIONAL ENVIRONM	259.00	
				4878 12-6-23 4	12/6/2023	FOOD - THERMOWORKS - OI	247.40	
				4878 12-6-23 5	12/6/2023	FOOD - AMZN MKTP - OPERA	136.38	
				4878 12-6-23 12	12/6/2023	ONSITE - AMZN MKTP - OPEI	92.07	
				4878 12-6-23 1	12/6/2023	WATER LAB - AMZN MKTP - C	43.51	
				4878 12-6-23 7	12/6/2023	ONSITE - AMZN MKTP - OPEI	40.93	
				4878 12-6-23 11	12/6/2023	ONSITE - QR.IO GENERATOR	35.00	
				4878 12-6-23 6	12/6/2023	FOOD - AMZN MKTP - OFFICE	34.49	
				4878 12-6-23 2	12/6/2023	WATER LAB - AMZN MKTP - C	27.15	
				4878 12-6-23 3	12/6/2023	WATER LAB - WATER - OPER	11.95	1,994.87
	12/26/2023	0020849	U S BANK	5178-8 11-16-23	11/16/2023	HOPS - AMAZON - WIRELESS	414.55	
				5502-2 11-16-23	11/16/2023	HOPS - AMAZON - DRY ERAS	325.85	
				5178-5 11-09-23	11/9/2023	HOPS - AMAZON - TONER CA	260.89	
				5178-2 11-08-23	11/8/2023	HOPS - O'REILLY AUTO PART	232.26	
				5178-4 11-06-23	11/6/2023	HOPS - AMAZON - HALO POR	141.43	
				5178-6 11-09-23	11/9/2023	HOPS - AMAZON - CORK BOA	110.13	
				5502-1 11-16-23	11/16/2023	HOPS - AMAZON - BATHROOI	84.41	
				5178-7 11-09-23	11/9/2023	HOPS - AMAZON - COSCO ST	56.18	
				5178-3 11-09-23	11/9/2023	HOPS - AMAZON - CUTLERY	43.55	
				5178-1 11-08-23	11/8/2023	HOPS - MT. PLEASANT IGS - '	28.50	1,697.75
	12/26/2023	0020849	U S BANK	4902-1 12-05-23	12/5/2023	DDD - RFP REVIEW MEETING	31.64	31.64
							Sub total for U S BANK:	3,724.26

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000087	ANGELES ELECTRIC INC	20880	12/11/2023	ONSITE - HOOK PARTITIONS	921.54	921.54
	12/26/2023	0000360	CLALLAM COUNTY ER&R	2023.336E	12/3/2023	ONSITE - MONTHLY VEHICLE	1,368.00	1,368.00
	12/26/2023	0036231	FISHER SCIENTIFIC COMPAN	7823253	11/16/2023	WATER LAB - LAB SUPPLIES	286.84	
				6314581	9/20/2023	WATER LAB - LAB SUPPLIES	228.10	514.94
	12/26/2023	0049303	HOLLENBACK, LISA	LH 11-22-23	11/22/2023	ONSITE - SEPTIC SYSTEM	200.00	200.00
	12/26/2023	0000918	LINCOLN STREET STATION	LSSC 11-22-23	12/6/2023	WATER QUALITY - FEDEX OV	128.00	128.00
	12/26/2023	0046683	ODP BUSINESS SOLUTIONS L	341556715001	11/22/2023	FOOD - OFFICE SUPPLIES	70.71	
				341556726001	11/22/2023	FOOD - OFFICE SUPPLIES	30.94	101.65
	12/26/2023	0001641	VERIZON WIRELESS	9950439453-2	11/28/2023	WQ - K KOWAL CELL PHONE	414.80	414.80
	12/26/2023	0042881	WA ST DEPT OF LICENSING, I	23251-Renewals	12/11/2023	ONSITE - ONSITE WASTEWA	121.00	121.00
	12/26/2023	0003993	BAILEY SIGNS & GRAPHICS	3354	12/7/2023	HOPS - SIGN INSTALLATION	369.92	369.92
	12/26/2023	0046683	ODP BUSINESS SOLUTIONS L	341952819001	11/28/2023	HOPS - LEGAL PADS, PENCIL	46.01	46.01
	12/26/2023	0001149	OLYMPIC STATIONERS INC	97237	11/17/2023	HOPS - STAMP AND STAMP P	92.15	92.15
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1133055	12/6/2023	HOPS - CONFERENCE TABLE	2,368.58	2,368.58
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	20704 11-27-23	11/27/2023	HOPS - FORKS OFFICE UTILI	154.94	154.94
	12/26/2023	0049218	SQUEAKY CLEAN SERVICES	313	12/12/2023	HOPS - HRHC JANITORIAL	300.00	300.00
	12/26/2023	0001641	VERIZON WIRELESS	9950439453-1	11/28/2023	HOPS - A MAXWELL CELL PH	955.99	955.99
	12/26/2023	0033201	WESTSIDE PIZZA	WP 12-08-23	12/8/2023	HOPS - HRHC SUPPORT GRC	104.34	104.34
	12/26/2023	0000224	BOYS & GIRLS CLUB OF OLY	11322-23-BGCO	12/7/2023	HTF - LIFE SKILLS TRAINING	2,168.68	2,168.68
	12/26/2023	0026762	THE ANSWER FOR YOUTH	11322-23-BTG 1	12/5/2023	HTF - BRIDGING THE GAP 10	1,464.62	1,464.62
	12/26/2023	0001509	CORDANT HEALTH SOLUTION	TC-99012111302	11/30/2023	CD/MH - LIFT COURT - NOVEI	94.89	94.89
	12/26/2023	0000577	FIRST STEP FAMILY SUPPOR	113232223FSFS	12/8/2023	CD/MH - PARENTS AS TEACH	9,324.69	9,324.69
	12/26/2023	0046310	OLYMPIC ANGELS	11323-22-23-TO	12/4/2023	CD/MH - DARE TO DREAM AN	3,533.54	3,533.54
	12/26/2023	0015513	OLYMPIC PENINSULA COMML	113232223OPC(	12/5/2023	CD/MH - REDISCOVERY	11,826.84	11,826.84
	12/26/2023	0001139	OLYMPIC PERSONAL GROWT	113232223OPG(	12/1/2023	CD/MH - FILLING THE GAP - A	2,095.00	
				113232223OPG(	12/1/2023	CD/MH - FILLING THE GAP - J	2,080.00	4,175.00
	12/26/2023	0001209	PENINSULA BEHAVIORAL HEA	113232223PBHF	12/11/2023	CD/MH - PATH OUTREACH SE	780.33	780.33
	12/26/2023	0001252	PORT ANGELES, CITY OF	113232223PAFD	12/6/2023	CD/MH - COMMUNITY PARAM	940.80	940.80
	12/26/2023	0022463	SEQUIM HIGH SCHOOL	11323-22-23-SH	12/6/2023	CD/MH - EDUCATION AND EA	6,289.60	6,289.60
	12/26/2023	0001462	CLALLAM MOSAIC	11331-22-CMP2I	12/10/2023	DDD - CLALLAM PARENT TO I	1,000.00	1,000.00
	12/26/2023	0000396	CONCERNED CITIZENS	CC STATE 11-23	12/8/2023	DDD - STATE CONTRACT - NC	56,679.00	56,679.00
	12/26/2023	0049300	HICKS, PAMELA	PH BT 12-06-23	12/6/2023	DDD - BUSINESS MILEAGE - I	65.43	65.43
	12/26/2023	0032803	LOPICCOLO, KEVIN	KL 12-06-23	12/6/2023	DDD - RFP MEETING	85.88	85.88
	12/26/2023	0001017	MORNINGSIDE INC	MS STATE 11-23	12/11/2023	DDD - STATE CONTRACT - NC	37,599.00	37,599.00

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0046494	PAVE	11331-22-PAVEF	12/6/2023	DDD - FAMILY NAVIGATION AI	1,372.77	
				11331-22-PAVEF	12/7/2023	DDD - FAMILY NAVIGATION AI	1,258.94	2,631.71
	12/26/2023	0017530	PIERCE JONES & ASSOCIATE	PJA STATE 11-2	12/12/2023	DDD - STATE CONTRACT - NC	53,700.25	53,700.25
	12/26/2023	0001259	PORT ANGELES SCHOOL DIS	PASD 12-05-23	12/5/2023	DD - MS TRANSITION BILLINC	482.50	482.50
	12/26/2023	0001685	W.I.S.E.	10254	11/30/2023	DDD - PROFESSIONAL SERVI	538.75	538.75
						Sub total for U S BANK:		201,543.37

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000084	ANGELES COMMUNICATIONS	34778	12/12/2023	INV 34778	615.66	615.66
	12/26/2023	0001136	OLYMPIC MEDICAL CENTER	97120829273700	12/12/2023	97120829273700	985.00	985.00
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1133219	12/12/2023	INV 1133219	2,496.96	2,496.96
	12/26/2023	0001680	WA COUNTIES RISK POOL	C23113012	12/12/2023	INV C23113012	6,230.00	
				C23113011	12/12/2023	INV C23113011	3,943.90	
				C23113013	12/12/2023	INV C23113013	247.50	10,421.40
	12/26/2023	0003940	SULLENGER, TAMMY	TS SGT ASS RE	12/12/2023	REIM SGT ASSESS	109.19	109.19
	12/26/2023	0018813	WENZL, BRENDA	BW TUITION RE	12/12/2023	TUITION REIM - B WENZL	3,510.00	3,510.00
	12/26/2023	0025115	RADIA INC PS	DOS 111423 DM	12/12/2023	DOS 111423 DMII	238.80	
				DOS 102023 RS	12/12/2023	DOS 102023 RS	238.80	
				DOS 111423 AHI	12/12/2023	DOS 111423 AHII	123.60	
				DOS 111423 AH	12/12/2023	DOS 111423 AH	115.20	
				DOS 111423 DM	12/12/2023	DOS 111423 DM	35.00	
				DOS 111423 AHI	12/12/2023	DOS 111423 AHIII	35.00	786.40
	12/26/2023	0025324	CEDAR GROVE COUNSELING	16853	12/12/2023	INV 16853	443.50	443.50
	12/26/2023	0049145	HARLOWE & FALK LLP	63617	12/6/2023	STATEMENT 63617	3,441.00	3,441.00
						Sub total for U S BANK:		22,809.11

Final Check List
CLALLAM COUNTY

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000268	WAVE BUSINESS	103951201-001C	12/26/2023	COMBINED FIBER	2,850.51	2,850.51
	12/26/2023	0000289	CDW GOVERNMENT, INC.	SE2306644	12/26/2023	IT20230516	384.94	384.94
	12/26/2023	0000296	CENTURYLINK	406389122-1213	12/26/2023	FORKS SHERIFF #2	313.98	
				300511193-1213	12/26/2023	FORKS COURTROOM FAX	71.47	
				406493163-1213	12/26/2023	PENCOM RINGDOWN	70.67	
				300561295-1213	12/26/2023	CLALLAM BAY DISPATCH	66.75	522.87
	12/26/2023	0000674	GOVCONNECTION, INC.	74795179	12/26/2023	IT20231122F	2,274.49	
				74795184	12/26/2023	DCD20231128C	1,137.24	
				74753732	12/26/2023	DCD20231127B	836.33	
				74781694	12/26/2023	IT20231205A	796.74	
				74795185	12/26/2023	DCD20231128B	568.62	
				74795180	12/26/2023	IT20231122G	568.62	
				74795178	12/26/2023	IT20231122E	568.62	
				72118065B	12/26/2023	BALANCE OF SHORT PAID IN	10.43	6,761.09
	12/26/2023	0000918	LINCOLN STREET STATION	220149	12/26/2023	IT20231107B	6.26	6.26
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1133165	12/26/2023	JUVI20231204	9,301.31	
				1133166	12/26/2023	PW20231204A	4,786.11	
				1133079	12/26/2023	PW20231204	4,786.11	18,873.53
	12/26/2023	0001641	VERIZON WIRELESS	9950132582	12/26/2023	CELL AND DATA PLANS	1,238.58	1,238.58
	12/26/2023	0003410	LEMAY MOBILE SHREDDING	4819528S185	12/26/2023	IT SHREDDING	37.50	37.50
	12/26/2023	0004211	CENTURYLINK	3604527831-121	12/26/2023	MAIN COURTHOUSE	1,447.02	
				206T313735-121	12/26/2023	COURTHOUSE T-1	490.14	
				206T222202-121	12/26/2023	COURTHOUSE T-1 (#2)	490.14	
				3604172850-121	12/26/2023	DID ROLLOVER PRI ACCT	450.64	
				3604529079-121	12/26/2023	PUBLIC HEALTH (3RD ST.)	346.44	
				3604521625-121	12/26/2023	TELEPHONE SWITCH MAINT	65.81	
				206T414008-121	12/26/2023	SHERIFF COURTHOUSE LINE	56.84	
				206T413216-121	12/26/2023	JUVIE COURT	41.17	
				206T415684-121	12/26/2023	ALARMS	4.38	3,392.58

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0020849	U S BANK	2009567492748	12/26/2023	IT20231121	1,739.11	
				540022	12/26/2023	IT20231127	1,597.25	
				539709	12/26/2023	IT20231122H	1,576.69	
				1078407763	12/26/2023	BOCC20231204	1,087.99	
				111-4323109-05	12/26/2023	IT20231121A	978.11	
				16708631-22493	12/26/2023	STARLINK BUSINESS	500.00	
				5716507	12/26/2023	IT20231130	209.74	
				B1-414977835	12/26/2023	SHER20231206	164.97	
				112-0733063-44	12/26/2023	IT20231130A	141.43	
				111-2547605-24	12/26/2023	IT20231117	125.98	
				540039	12/26/2023	DCD20231127C	87.34	
				111-6466573-12	12/26/2023	IT20231121A	55.13	
				112-9496620-98	12/26/2023	IT20231106	44.57	8,308.31
	12/26/2023	0023718	AT&T	0306024016001-	12/26/2023	WEST END TOLL FREE	39.81	39.81
	12/26/2023	0030587	B&H PHOTO VIDEO	219160502	12/26/2023	DCD20231204	1,190.82	
				219158332	12/26/2023	DCII20231204	97.42	1,288.24
	12/26/2023	0041047	ZOHO CORPORATION	2390523	12/26/2023	IT20231207	4,690.37	4,690.37
	12/26/2023	0045293	LUMEN	668022747	12/26/2023	LEVEL 3 COMM TRUNK 1	2,002.05	2,002.05
	12/26/2023	0048851	3R TECHNOLOGY LLC	0048851	12/26/2023	IT20231213	2,263.00	2,263.00
						Sub total for U S BANK:		52,659.64

Final Check List
CLALLAM COUNTY

Juv Svcs

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0001723	WSDOT/WA ST FERRIES	*RK417315	11/30/2023	TRAVEL/BUSINESS	27.80	27.80
	12/26/2023	0001957	PETTY, JENNIFER	00004423	11/6/2023	FOOD	12.89	12.89
	12/26/2023	0017787	DAIRY FRESH FARMS INC	8122333915	12/5/2023	DET FOOD	152.40	
				8122334617	12/12/2023	DET FOOD	110.51	
				8122334618	12/12/2023	DET FOOD	28.83	291.74
	12/26/2023	0020849	U S BANK	669	11/9/2023	PRO SVCS	326.40	
				006356	12/5/2023	DET FOOD & MED SUPPLIES-	307.98	
				4838052	11/17/2023	LICENSE AND CERTIFICATIOI	302.50	
				064287	11/6/2023	DET FOOD-COSTCO	261.77	
				118722	12/1/2023	SOFTWARE LICENSE-RELIAT	217.60	
				071606	11/20/2023	DET FOOD-COSTCO	201.08	
				013822-2023	11/17/2023	LICENSE AND CERTIFICATIOI	200.00	
				3967	12/1/2023	SOFTWARE LICENSE-CASA M	180.00	
				042041	11/16/2203	AWARDS AND RECOGNITION	160.00	
				293448	11/28/2023	TRAVEL/BUSINESS	157.27	
				063376	12/5/2023	DET FOOD & OFFICE SUP-W/	138.21	
				91143578	11/21/2023	TRVL/TRNG-HAMPTON INN	121.56	
				00028238	11/13/2023	AWARDS AND RECOGNITION	100.00	
				014672	11/28/2023	TRAVEL/BUSINESS	60.05	
				027666	11/20/2023	DET FOOD-WALMART	45.46	
				00041331	11/16/2023	FOOD & AWARDS AND RECO	38.84	
				089434	11/6/2023	DET FOOD-WALMART	38.68	
				4819526S185	12/1/2023	PRO SVCS-LEMAY MOBILE SI	23.70	
				070866	11/17/2023	REGISTRATION-FOOD HANDI	10.00	
				089005	12/1/2023	REGISTRATION-FOOD HANDI	10.00	
				012204	11/30/2023	POSTAGE-USPS	8.50	2,909.60
	12/26/2023	0022041	THOMAS SHERRY, M.S.	4960	11/30/2023	PRO SVCS-SSODA	300.00	
				4961	11/30/2023	PRO SVCS-SSODA	300.00	
				4962	11/30/2023	PRO SVCS-SSODA	300.00	
				4963	11/30/2023	PRO SVCS-SSODA	300.00	1,200.00
	12/26/2023	0041147	AMERIGAS PROPANE LP	3158269782	12/9/2023	UTILITIES	1,352.71	
				3157612677	11/25/2023	UTILITIES	947.72	2,300.43
	12/26/2023	0045712	RAUCH, NANCY	113023NR	12/6/2023	CAP VOL-MILEAGE	459.16	459.16
	12/26/2023	0048357	SANDERS, AMANDA	CPWINOV23	12/7/2023	PRO SVCS	7,000.00	7,000.00

Sub total for U S BANK:	14,201.62

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000087	ANGELES ELECTRIC INC	20879	12/13/2023	CH MTHR LNG RUN CIRCUIT:	3,774.66	
				20881	12/13/2023	CH MTHR LNG DEMO LIGHT ;	1,000.46	
				20581	12/13/2023	2301CH RSTR JV BLD EXHAU	508.10	5,283.22
	12/26/2023	0000091	ANGELES MILLWORK & LUMB	344433	12/13/2023	JUV HOSE ADAPT	7.61	7.61
	12/26/2023	0000094	ANGELES PLUMBING INC	39793	12/13/2023	FG CNTRL SHWR WATER HE	5,000.00	
				39755	12/13/2023	2301CH RSTR JV BLD REMO\	1,833.29	
				39792	12/13/2023	FG WATER HEATER & INSTAL	1,655.42	
				39756	12/13/2023	CH MTHR LNG INSTALL WALI	818.18	9,306.89
	12/26/2023	0000196	BILLS PLUMBING & SANIKAN	s3666328	12/13/2023	RH SANIKAN	100.00	100.00
	12/26/2023	0000206	BLUE MOUNTAIN TREE SERV	13484	12/13/2023	HAZARD TREE REMOVAL	4,569.60	4,569.60
	12/26/2023	0000290	CED/STUSSER - SEATTLE	5948-1042645	12/13/2023	SMPK RV PANEL	304.64	
				5948-1047113	12/13/2023	CH UNIVERSAL LIGHT BULBS	261.12	565.76
	12/26/2023	0000359	CLALLAM COUNTY PUBLIC W	1480 Nov	12/13/2023	CB NOV SEWER	158.40	158.40
	12/26/2023	0000561	FERGUSON ENTERPRISES IN	2119801	12/13/2023	DRA PLUMBING PARTS	205.60	205.60
	12/26/2023	0000674	GOVCONNECTION, INC.	74583622	12/13/2023	CDJ PRINTER	291.75	
				74585976	12/13/2023	CDJ BACK UPS PRO	193.75	485.50
	12/26/2023	0000677	GRAINGER INC	9928139097	12/13/2023	CH GLOVES CRDLS SCRWDF	2,823.55	
				9819969685	12/13/2023	CH FLAGS	172.07	
				9926309502	12/13/2023	CH DOOR CORD	108.93	
				9825215982	12/13/2023	SMPK HI VIS VEST	74.47	
				9931942446	12/13/2023	JAIL HYBRID SEALANT	69.81	3,248.83
	12/26/2023	0000699	HAASE WOODWORKS, INC.	1564	12/13/2023	OFC SPC RELC AUD CHNG O	1,290.37	1,290.37
	12/26/2023	0000714	HARTNAGEL BLDG SUPPLY IN	K18569	12/13/2023	CB WOOD FOR BRIDGE REP/	806.38	
				518569	12/13/2023	CB DECK SCREWS	120.20	926.58
	12/26/2023	0000742	HOCH CONSTRUCTION	1710CH Pay Apr	12/13/2023	1710CH LNDSCPE PAY APP 4	1,033.37	1,033.37
	12/26/2023	0000750	HOME DEPOT CREDIT SERVI	6522038	12/13/2023	CH LITHIUM ION FUEL	467.15	
				1170960	12/13/2023	FG MTHR LNG REFRIGERATC	249.38	716.53
	12/26/2023	0001156	OLYPEN INC	231210-0016	12/13/2023	DRA DSL INTERNET	23.95	23.95
	12/26/2023	0001252	PORT ANGELES, CITY OF	63871-98716 11/	12/13/2023	CH NOV UTIL & GARBAGE	25,318.34	
				63871-147906 1	12/13/2023	CH NOV UTIL	3,964.51	
				60327-89776 11/	12/13/2023	3RD ST NOV UTIL & GARBAG	1,038.08	30,320.93
	12/26/2023	0001253	PORT ANGELES SOLID WAST	1174791	12/13/2023	3RD ST DUMP FEE	23.28	23.28
	12/26/2023	0001258	PORT ANGELES POWER EQU	56477	12/13/2023	2302UP RH STM DMG STIHL I	771.03	
				98025654	12/13/2023	2302UP RH STM DMG FILE, C	306.51	1,077.54

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	22216 11/23	12/13/2023	CDJ NOV ELECT	909.05	
				25839 11/23	12/13/2023	DRA NOV ELECT	344.78	
				25837 11/23	12/13/2023	DRA NOV ELECT	268.71	
				25840 11/23	12/13/2023	DRA NOV ELECT	126.60	
				25838 11/23	12/13/2023	DRA NOV ELECT	51.54	1,700.68
	12/26/2023	0001540	SWAIN'S GENERAL STORE IN	321082	12/13/2023	CH MISC BUILDING SUPPLIES	274.95	
				321019	12/13/2023	3RD ST CARPET SQUARES	32.57	
				320934	12/13/2023	2302UP RH STM DMG GLOVE	26.92	334.44
	12/26/2023	0001576	THURMAN SUPPLY	882693	12/13/2023	CH PVC ELBOW ADAPT SUMI	182.94	182.94
	12/26/2023	0002416	WA ST DEPT OF LABOR &, IN	334706	12/13/2023	CH STAIR LIFT PERMIT	86.45	86.45
	12/26/2023	0004950	FAIRCHILD FLOORS	4318	12/13/2023	2301CH RSTR JV BLD VINYL I	4,984.67	
				4319	12/13/2023	FG PROVIDE & INSTALL BLIN	4,896.00	
				4287	12/13/2023	2007FAC CH FLR CVR PROVI	449.00	10,329.67
	12/26/2023	0020849	U S BANK	Viasat a5240667	12/11/2023	CDJ SATELLITE INTERNET	96.19	
				Viasat a5103094	12/11/2023	SC SATELLITE INTERNET	91.18	
				Evergreen Rural	12/11/2023	CDJ WATER SYST TRAINING	-27.50	159.87
	12/26/2023	0024320	LEO'S FLOORING	Leo Floor 12.12.2	12/13/2023	FG MTHR LNG VINYL PLANK	707.85	707.85
	12/26/2023	0026936	SITKUM TREE SERVICE	1110	12/13/2023	2302 UP RH STM DMG TREE I	4,344.00	4,344.00
	12/26/2023	0032999	PLATT	4r35705	12/13/2023	FG/2303FG PLUG 208-240V	2,819.20	
				4R22608	12/13/2023	CH WIRES PLUGS	124.87	2,944.07
	12/26/2023	0035842	CLALLAM CO PARKS CREDIT	WorldPay Nov 2(	12/13/2023	DRA SC NOV CC FEES	270.79	270.79
	12/26/2023	0041605	HOME DEPOT PRO	778410266	12/13/2023	2301CH RSTR JV BLD 8FT TY	3,915.17	
				779838341	12/13/2023	SMPK BATH TISSUE	199.50	
				779156272	12/13/2023	CH PLUG, DRAIN HOSE	63.70	4,178.37
	12/26/2023	0044095	STRAIT WATER MANAGEMEN	223032	12/13/2023	2305UP CDJ WATER SYST RE	420.00	420.00
	12/26/2023	0046392	CORRECTIONS TECHNOLOG	2417	12/13/2023	2008FAC JAIL LOCK DOOR RI	4,854.42	
				2418	12/13/2023	2008FAC JAIL LOCK REPAIR	1,617.69	6,472.11
	12/26/2023	0046683	ODP BUSINESS SOLUTIONS L	345223534001	12/13/2023	ADM FG PAPER	921.67	
				345241986001	12/13/2023	ADM OFFICE SUPPLIES	69.61	
				345241984001	12/13/2023	ADM OFFICE SUPPLIES	51.34	
				345241992001	12/13/2023	ADM OFFICE SUPPLIES	14.13	
				345241982001	12/13/2023	ADM OFFICE SUPPLIES	12.19	1,068.94
	12/26/2023	0048297	JAMES MONROE LLC	121123c	12/13/2023	JAIL 18" GOOSENECK MICRO	204.78	204.78
	12/26/2023	0048758	GIORDANO RESTORATIONS	1517	12/13/2023	FG MTHRLNG	3,807.47	3,807.47
	12/26/2023	0048912	HOCH CONSTRUCTION RETA	1710CH Pay Apr	12/13/2023	1710CH LNDSCP PAY APP 4 R	49.78	49.78

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0049216	SECURITY SOLUTIONS NORT	349233	12/13/2023	2301CH RSTR JV BLD CAMEF	28,239.04	28,239.04
	12/26/2023	0049304	ANGELES FURNITURE	2312070009	12/13/2023	CH MTHR LNGCDJ GLIDER O	1,620.00	1,620.00
						Sub total for U S BANK:		126,465.21

Final Check List
CLALLAM COUNTY

Prosecutor

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000546	EXPRESS SERVICES, INC	29964523	12/11/2023	EXPRESS	453.32	
				29993853	12/13/2023	EXPRESS	453.32	906.64
	12/26/2023	0000890	LANGUAGE LINE SERVICES, I	11165063	12/13/2023	LANGUAGE LINE	9.30	9.30
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132306	12/11/2023	POE	205.78	
				1132305	12/11/2023	POE	204.78	
				1132307	12/11/2023	POE	133.89	
				1132308	12/11/2023	POE	45.85	590.30
	12/26/2023	0001641	VERIZON WIRELESS	9950045186	12/11/2023	VERIZON	1,185.79	1,185.79
	12/26/2023	0020849	U S BANK	849202929	12/11/2023	WESTLAW	3,256.87	
				849350361	12/11/2023	WESTLAW	3,256.85	
				1530269032	12/11/2023	WHIA REGISTRATION	850.00	
				849278043	12/11/2023	WESTLAW	468.80	
				849429186	12/11/2023	WESTLAW	468.80	
				72699711093656	12/11/2023	FLIGHT FOR ZOEY MCBETH	185.20	
				5665861	12/11/2023	OFFICE SUPPLIES	173.91	
				4771456	12/11/2023	OFFICE SUPPLIES	118.19	
				8662626	12/11/2023	OFFICE SUPPLIES	116.92	
				1103817 12/11/2	12/11/2023	CORONER	106.52	
				1659967	12/11/2023	LEMAY SHREDDING	85.26	
				000136	12/11/2023	WAPA FEE	72.70	
				1659964	12/11/2023	LEMAY	72.12	
				6585067	12/11/2023	OFFICE SUPPLIES	66.06	
				7345845	12/11/2023	OFFICE SUPPLIES	55.88	
				0018041102933	12/11/2023	FLIGHT FEES	55.02	
				0168027329829	12/11/2023	FEES FOR FLIGHT	50.09	
				0018041103465	12/11/2023	FLIGHT FEES	36.57	
				1661242	12/11/2023	LEMAY	4.74	
				CREDITTAKEN1	12/11/2023	CREDIT TAKEN	-1.00	9,499.50
	12/26/2023	0022158	ESPINOZA, JESSE	ESPINOZA12/13	12/13/2023	TRAINING REIMBURSEMENT	209.00	209.00
	12/26/2023	0024184	TROBERG, JOHN	1016743341	12/11/2023	JOHN TROBERG REIMBURSE	173.00	
				1016741504	12/11/2023	JOHN TROBERG REIMBURSE	172.99	345.99
						Sub total for U S BANK:		12,746.52

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000091	ANGELES MILLWORK & LUMB	344435	12/8/2023	Propane - SQ 830	25.69	25.69
	12/26/2023	0000172	BAXTER A/P OFFICE	15663-58278	12/12/2023	Battery - PA 413	212.48	212.48
	12/26/2023	0000205	BLAKE TILE & STONE INC	2312-515765	12/14/2023	Grate Lid - PA 20-B201	341.13	341.13
	12/26/2023	0000599	FORKS OUTFITTERS	6DEC2023-1	12/6/2023	Hardware - LC 1722	48.65	
				6DEC2023-2	12/6/2023	Bushings, Couplings - LC 1722	15.39	
				7DEC2023	12/7/2023	Hardware - LC 1722	12.64	76.68
	12/26/2023	0000772	INDUSTRIAL HYDRAULICS IN	A345996	12/8/2023	Shift Control, Solenoid Valve - L	397.12	397.12
	12/26/2023	0001187	PAPE MACHINERY INC	14851377	10/25/2023	Maintenance Kits - PA SC205, F	191.73	191.73
	12/26/2023	0001251	PORT ANGELES AUTO GLASS	0073882	12/8/2023	Windshield - PA 62	582.08	
				0073885	12/7/2023	Windshield - PA 177	510.27	1,092.35
	12/26/2023	0001252	PORT ANGELES, CITY OF	2934/4358 12/08	12/8/2023	Utility Charges - PA	4,660.41	4,660.41
	12/26/2023	0001255	PRICE FORD LINCOLN MERC	5051671	12/6/2023	Remote Controls - PA S367, S3	266.83	
				693282/1	12/11/2023	Repairs - PA S366	82.42	
				693284/1	12/11/2023	Repairs - PA S367	82.42	
				693290/1	12/11/2023	Repairs - PA S369	82.42	514.09
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	22716/120423	12/4/2023	Elect. utility chg, 384 Frontier-C	146.14	146.14
	12/26/2023	0001405	LES SCHWAB TIRE CENTERS	3800038334	12/12/2023	Tires - PA Stores	5,236.15	
				38000831600	11/8/2023	Tires - PA 200	5,118.64	
				38100562387	12/4/2023	Tires - SQ 140	1,538.44	
				38000837926	12/11/2023	Tire - PA 16	990.78	
				38000837444	12/8/2023	Tires - PA 20-OPNET, Impala	954.29	
				38000833943	11/18/2023	Return Credit - PA 200	-770.00	13,068.30
	12/26/2023	0001551	TACOMA SCREW PRODUCTS	140097829-00	12/6/2023	Gloves, Cleaner, Pins - SQ	808.74	
				140094913-02	11/29/2023	Cleaner - SQ	172.84	
				140097310-00	12/4/2023	Pin Clips - SQ	113.58	1,095.16
	12/26/2023	0001586	TRAFFIC SAFETY SUPPLY CO	INV064020	10/10/2023	Signs - PA Stores	564.35	564.35
	12/26/2023	0001708	WA ST DEPT OF LABOR &, IN	368511	10/24/2023	Boil & Water Heater Inspections	119.60	119.60
	12/26/2023	0001762	WEST END MOTORS INC	1093-23	11/21/2023	Repairs - LC 108	2,606.40	
				1106	11/30/2023	Repairs - LC 165	1,672.44	4,278.84
	12/26/2023	0001781	WHITEHEADS AUTO PARTS IN	273940	12/6/2023	D Ring - LC 1724	73.76	
				273950	12/6/2023	Painless Braided SLEE - LC 17	39.51	
				274117	12/8/2023	Batter, Epoxy Syringe - LC	17.94	
				273939	12/6/2023	Adapter - LC 1722	17.16	
				274060	12/7/2023	Adapter - LC 1722	5.54	153.91

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0004211	CENTURYLINK	4766812B/12052	12/5/2023	Phone Service 812B - CH 20-Fl	98.46	98.46
	12/26/2023	0005032	OWEN EQUIPMENT COMPAN	00113098	12/4/2023	Linear Actuator - PA 417	2,737.06	2,737.06
	12/26/2023	0017663	ARAMARK UNIFORM SVCS IN	5120371460	12/12/2023	Laundry Services - PA	40.58	
				5120369237	12/7/2023	Laundry Services - SQ	16.34	
				5120373940	12/14/2023	Laundry Services - SQ	16.34	
				5120371445	12/12/2023	Laundry Services - LC	16.30	89.56
	12/26/2023	0022435	RACE STREET AUTO PARTS	655903-23	12/7/2023	Turbocharger - PA 109	1,129.57	
				656371-23	12/13/2023	Oil,Air,Hydraulic,Fuel Filters - P	367.50	
				656257-23	12/12/2023	Belt, Rotors - PA S341	306.86	
				646249-23	9/13/2023	Shock ASSY - PA 138	302.05	
				655864-23	12/7/2023	Battery, Oil Filter, 5w30 - PA 20	266.85	
				656167-23	12/11/2023	Air and Oil Filters - PA Stores	217.59	
				655036-23	11/30/2023	Pressure Sensor - PA 109	125.05	
				656122-23	12/11/2023	Oil Filter, Wiper Blades - SQ 10	52.22	
				655836-23	12/7/2023	Connector, Plug - PA 1722	31.60	
				646264-23	9/13/2023	Aiur Filter - PA S332	13.06	2,812.35
	12/26/2023	0030725	SWS EQUIPMENT LLC	02717738	11/21/2023	Drag Shoe Belt, Bearings - PA 4	1,530.05	1,530.05
	12/26/2023	0035531	PUGET SOUND HARDWARE, I	11863	11/30/2023	Shackles, Key Cores - PA	1,845.23	1,845.23
	12/26/2023	0036098	O'REILLY AUTO PARTS	2750-467591	12/13/2023	Oil - PA 181	117.26	
				2750-466893	12/8/2023	Filter - PA 109	21.46	138.72
	12/26/2023	0038943	SIX ROBBLEES INC	23P6458	12/8/2023	Universal Cluth ASsembly - PA	1,076.99	1,076.99
	12/26/2023	0040272	MATT'S TOOLS USA LLC	137012-23	9/19/2023	Nitrile Gloves - PA	54.40	
				139128	12/12/2023	Nitrile Gloves - PA	27.20	81.60
	12/26/2023	0042872	PROPANE NORTHWEST	1511902976	12/11/2023	Propane - SQ	504.61	
				1511903826	12/12/2023	Propane - LC	270.18	
				1511837715	12/1/2023	Annual Tank Rent - SQ	1.00	775.79
						Sub total for U S BANK:		38,123.79

Public Works Roads

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000331	CLALLAM COUNTY AUDITOR	23-158990	12/12/2023	QUIT CLAIM DEED	203.50	203.50
	12/26/2023	0000546	EXPRESS SERVICES, INC	30029257-10101	12/6/2023	EXPRESS EMPLOYMENT 11/2	1,717.40	
				29993838-10101	11/29/2023	EXPRESS EMPLOYMENT 11/2	1,040.54	2,757.94
	12/26/2023	0000589	FORESTRY SUPPLIERS INC	471222-00	11/1/2023	MAINTENANCE SUPPLIES	401.77	401.77
	12/26/2023	0000599	FORKS OUTFITTERS	S00229 R006	12/6/2023	MAINTENANCE SUPPLIES- LC	16.28	16.28
	12/26/2023	0000709	HARBOR SAW & SUPPLY	779253	12/14/2023	MAINTENANCE SUPPLIES- PA	171.10	
				755488	6/1/2023	MAINTENANCE SUPPLIES-LC	54.36	225.46
	12/26/2023	0001156	OLYPEN INC	231211-0014	12/11/2023	PA MLS AND OLS DUES	40.50	40.50
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	30702-120623	12/6/2023	11/03-12/02 66 LOWER DAM R	51.94	51.94
	12/26/2023	0001551	TACOMA SCREW PRODUCTS	140096393-02	12/6/2023	MAINTENANCE SUPPLIES- PA	28.25	28.25
	12/26/2023	0001573	THOMAS BUILDING CENTER I	31008692	12/13/2023	MAINTENANCE SUPPLIES- SC	185.12	185.12
	12/26/2023	0001635	UTILITIES UNDERGROUND LC	3090252-IN	9/30/2023	09/23 EXCAVATION NOTIFICA	378.60	
				3080252-IN	8/31/2023	08/23 EXCAVATION NOTIFICA	312.68	
				3060250-IN	6/30/2023	06/23 EXCAVATION NOTIFICA	270.09	
				3070251-IN	7/31/2023	07/23 EXCAVATION NOTIFICA	240.62	
				3050250-IN	5/31/2023	05/23 EXCAVATION NOTIFICA	232.68	1,434.67
	12/26/2023	0001713	WA ST DEPT OF NATURAL RE	4900/010017352	12/8/2023	LAND RENT DNR	560.38	560.38
	12/26/2023	0001740	WSU EXTENSION OF CLALLA	JO11.23	12/8/2023	OAKES-11/23 WEED MANAGE	7,332.80	7,332.80
	12/26/2023	0004211	CENTURYLINK	6812667-12723	12/7/2023	CENTURYLINK 360-681-2667	204.48	
				6835282-12823	12/8/2023	CENTURYLINK 360-683-5282	138.70	343.18
	12/26/2023	0017663	ARAMARK UNIFORM SVCS IN	5120371459	12/12/2023	LAUNDRY SERVICE-PA	16.32	
				5120371446	12/12/2023	LAUNDRY SERVICE - LC	16.30	
				5120373941	12/14/2023	LAUNDRY SERVICE-SQ	16.30	
				5120369238	12/7/2023	LAUNDRY SERVICE-SQ	16.29	65.21
	12/26/2023	0022595	TIMEMARK INCORPORATED	118301	12/8/2023	TRAFFIC COUNTER REPAIRS	1,198.57	1,198.57
	12/26/2023	0028699	SOUND PUBLISHING INC	PD-5825631272	12/7/2023	PENINSULA DAILY NEWS	187.20	
				985256	12/14/2023	SOUND PUBLISHING	129.48	
				PDN985602	10/14/2023	SOUND PUBLISHING	89.64	
				PDN985602-1	10/14/2023	SOUND PUBLISHING	89.64	
				PDN98383268	9/1/2023	SOUND PUBLISHING	49.80	545.76
	12/26/2023	0033609	INTERWEST CONSTRUCTION	1432-1	12/12/2023	CURB/ GUTTER REPAIR ON C	16,206.42	16,206.42
	12/26/2023	0044771	SHORE ROAD NURSERY	PLANT12823	12/8/2023	CLALLAM COUNTY PLANT OF	20,532.46	20,532.46

Sub total for U S BANK:	52,130.21

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000074	AM TEST, INC.	137114	11/30/2023	WWWP TESTING SERVICE	570.00	570.00
	12/26/2023	0000331	CLALLAM COUNTY AUDITOR	23-159012-C1	12/13/2023	RECORDED LIEN #1555 1590	18.00	18.00
	12/26/2023	0000432	CUMMINS, INC	01-5141	12/13/2023	SUPPLIES- WWTP	47.98	
				01-5177	12/13/2023	SUPPLIES- WWTP	40.25	88.23
	12/26/2023	0000546	EXPRESS SERVICES, INC	29993838-43401	12/29/2023	EXPRESS CROSS- 11/20-11/2	308.38	
				30029257-43401	12/6/2023	EXPRESS BULLMAN BEACH (	308.38	616.76
	12/26/2023	0000677	GRAINGER INC	9919228172	11/29/2023	SUPPLIES- WWTP	378.50	378.50
	12/26/2023	0001058	NCL OF WISCONSIN INC	495055	10/31/2023	NORTH CENTRAL LAB	1,034.52	
				495818	11/17/2023	NORTH CENTRAL LAB	832.24	
				496463	12/4/2023	NORTH CENTRAL LABS	93.83	1,960.59
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	22718-120423	12/4/2023	11/31-11/29 410 FRONTIER ST	870.12	
				22602-120423	12/4/2023	10/30-11/29 BOGACHIEL & PIC	249.45	1,119.57
	12/26/2023	0028699	SOUND PUBLISHING INC	2726286-3	8/1/2023	SOUND PUBLISHING	162.23	
				984549-1	12/14/2023	SOUND PUBLISHING	162.23	
				984549-2	12/14/2023	SOUND PUBLISHING	162.23	
				984549-3	12/24/2023	SOUND PUBLISHING	162.23	648.92
	12/26/2023	0020614	WOOD HAWK, INC	2079-1	12/11/2023	WASTE TRANSFER SERVICE	1,465.00	1,465.00
	12/26/2023	0028699	SOUND PUBLISHING INC	40201-12/23-4	9/8/2023	SOUND PUBLISHING	78.02	78.02
						Sub total for U S BANK:		6,943.59

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0036990	ANCHOR QEA LLC	21286	12/13/2023	DUNGENESS RESERVOIR CC	17,117.93	17,117.93
	12/26/2023	0043522	WASHINGTON WATER TRUST	2023-11	12/11/2023	DUNGENESS RESERVOIR SE	14,388.99	14,388.99
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	15792	12/7/2023	10/23 WSBO	4,479.35	
				15793	12/7/2023	10/23 PWB	994.58	5,473.93
						Sub total for U S BANK:		36,980.85

Final Check List
CLALLAM COUNTY

Sheriff (1)

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0003220	CAMERON, RON	110623	11/6/2023	TRAVEL - KENNEWICK	120.75	120.75
	12/26/2023	0004212	KING, BRIAN	110623	11/6/2023	TRAVEL - KENNEWICK	138.00	138.00
	12/26/2023	0014594	ORTH, SYLVIA	110623	11/6/2023	TRAVEL - EVERETT	163.84	163.84
	12/26/2023	0020849	U S BANK	0097-Dec23	12/6/2023	BEST WESTERN, SYMBOL AF	2,426.54	
				0945-Dec23	12/6/2023	ASSOCIATED BAGS, SPRINGI	1,565.34	
				6730-Dec23	12/6/2023	AMAZON,FERRY,COURTYARI	1,496.06	
				4738-Dec23	12/6/2023	GOOD2GO, CONOCO, 76-BAC	675.58	
				4530-Dec23	12/6/2023	SPRINGHILL SUITES	454.02	
				8739-Dec23	12/6/2023	WAITSTUFF, TOTAL WIRELES	343.43	
				6236-Dec23	12/6/2023	AMAZON, GOODTOGO	294.19	
				6528-Dec23	12/6/2023	WALMART, PENN AWARDS &	156.55	
				7275-Dec23	12/6/2023	NCHSOFTWARE.COM, LIVE V	115.54	
				0037-Dec23	12/6/2023	GLOBALSTAR	102.74	
				7400-Dec23	12/6/2023	SIMPLISAFE	32.57	7,662.56
	12/26/2023	0023168	SHORE, LORRAINE	110623	11/6/2023	TRAVEL - KENNEWICK	431.33	431.33
						Sub total for U S BANK:		8,516.48

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000179	BEERS, RICHARD B	Jan 2024	12/13/2023	RENTAL AGREEMENT	545.00	545.00
	12/26/2023	0000268	WAVE BUSINESS	1032293-02-Dec	12/1/2023	CABLE TV - INMATES	333.62	333.62
	12/26/2023	0000268	WAVE BUSINESS	1032290-02-Dec	12/1/2023	CABLE TV - ADMIN & JAIL	286.32	286.32
	12/26/2023	0000268	WAVE BUSINESS	1240306-01-Dec	12/1/2023	INTERNET - EDWARDS RD	135.27	135.27
	12/26/2023	0000296	CENTURYLINK	406092135-Dec2	12/6/2023	DATA CONNECTION	1,236.30	1,236.30
	12/26/2023	0000296	CENTURYLINK	300421654-Dec2	12/6/2023	TELEPHONE SERVICE	227.87	227.87
	12/26/2023	0000354	CLALLAM COUNTY SEWER DI	1481-Dec23	12/11/2023	CLALLAM BAY/SEKIU SEWER	56.50	56.50
	12/26/2023	0000491	DOOLEY ENTERPRISES INC	66921	12/8/2023	AMMUNITION	4,838.90	
				66922	12/8/2023	AMMUNITION	2,990.52	7,829.42
	12/26/2023	0000628	GALLS LLC	026358283	11/27/2023	UNIFORM - BAUCK	292.98	
				026362739	11/27/2023	UNIFORM - WATERHOUSE,S	137.48	
				026332258	11/22/2023	UNIFORM - RAEMER	137.09	
				026414620	12/1/2023	UNIFORM - MORSE	78.08	
				026330370	11/21/2023	UNIFORM - SISK	16.27	661.90
	12/26/2023	0000672	GOOD SOURCE	SI0556728	11/13/2023	FOOD	4,558.90	4,558.90
	12/26/2023	0000918	LINCOLN STREET STATION	Account1-Dec23	12/6/2023	SHIPPING CHARGES	242.67	242.67
	12/26/2023	0001148	OLYMPIC SPRINGS INC	362514	11/16/2023	WATER	185.01	
				362965	11/30/2023	WATER COOLER RENT	43.30	228.31
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1131554	11/3/2023	LASER COLOR CARTRIDGES	532.90	
				1133095	12/7/2023	CASTERS FOR EMD TABLES	522.24	1,055.14
	12/26/2023	0001188	PARATEKK, INC.	0238	11/14/2023	SEARCH AND RESCUE EQUIF	3,636.50	3,636.50
	12/26/2023	0001211	PENINSULA DAILY NEWS	PD-575240-Dec2	12/7/2023	1 YR SUBSCRIPTION TO DAIL	187.20	187.20
	12/26/2023	0001252	PORT ANGELES, CITY OF	82495-151160-D	12/8/2023	UTILITIES - FRONT ST	504.44	504.44
	12/26/2023	0001298	PUBLIC UTILITY DISTRICT NO	14741000-Dec23	12/4/2023	UTILITIES - OPSCAN TOWER	60.71	60.71
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	115366-Dec23	11/27/2023	EDWARDS RD	459.57	
				22794-Dec23	12/4/2023	FRONTIER ST #1	126.51	
				96237-Dec23	12/4/2023	FRONTIER ST #2	53.13	
				65837-Dec23	12/4/2023	MORSE CREEK HOOK-UP	50.34	689.55
	12/26/2023	0001426	SEQUIM, CITY OF	Jan 2024	12/13/2023	LEASE AGREEMENT	1,100.00	1,100.00
	12/26/2023	0001439	SHERIFFS ADVANCED TRAVE	5349	10/18/2023	SHAUN MINKS	238.01	
				5350	10/23/2023	ERIC MUNGER	219.25	457.26
	12/26/2023	0001540	SWAIN'S GENERAL STORE IN	319870	11/6/2023	UNIFORM - BAUCK	195.70	195.70
	12/26/2023	0001543	SWANSONS SERVICES CORP	1788271	11/30/2023	INDIGENT PACKS	52.21	52.21
	12/26/2023	0001650	VIKING SEW & VAC	127953	12/12/2023	16 PATCHES SEWN ON TO 8	87.04	87.04

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0003410	LEMAY MOBILE SHREDDING	4819531S 185	12/1/2023	SHREDDING	63.36	
				4819525S 185	12/1/2023	SHREDDING	15.84	79.20
	12/26/2023	0004211	CENTURYLINK	360-417-5383-D	12/2/2023	INTERNET - EMD	65.00	65.00
	12/26/2023	0020862	GERMAN, NANCY	Jan 2024	12/13/2023	LEASE AGREEMENT	2,388.15	2,388.15
	12/26/2023	0024819	QUILEUTE TRIBE	Jan 2024	12/13/2023	LEASE AGREEMENT	1,200.00	1,200.00
	12/26/2023	0028112	KOON, JACKIE	120423	12/4/2023	ORGANIZERS FOR MED ROC	17.65	17.65
	12/26/2023	0031772	WE PROMOTE YOU	41764181	12/11/2023	SWAG FOR COMMUNITY EVE	2,746.11	2,746.11
	12/26/2023	0036636	JPS INTEROPERABILITY SOL	9474	11/28/2023	TWO BLACK PTT HANDSETS	395.00	395.00
	12/26/2023	0040427	NORPOINT GROUP LLC	1336 NPG	12/15/2023	CL CO COURTHOUSE & JUVE	9,900.00	9,900.00
	12/26/2023	0040427	NORPOINT GROUP LLC	1337 NPG	12/29/2023	CL CO COURTHOUSE & JUVE	9,020.00	9,020.00
	12/26/2023	0041605	HOME DEPOT PRO	778909952	12/6/2023	JAIL & KITCHEN SUPPLIES	1,554.26	
				776081077	11/16/2023	JAIL & KITCHEN SUPPLIES	1,016.75	
				778658633	12/5/2023	JAIL SUPPLIES	228.74	
				778661371	12/6/2023	JAIL SUPPLIES	17.23	2,816.98
	12/26/2023	0042280	ON-TARGET SOLUTIONS GRC	3931	9/19/2023	TRAINING - EVIDENCE MANA	720.00	720.00
	12/26/2023	0042636	HARBOR FOODSERVICE	705259	12/11/2023	FOOD	2,061.54	2,061.54
	12/26/2023	0043498	FIRST RESPONDER OUTFITTI	2023 11FR19	11/3/2023	UNIFORM - STOPPANI	556.51	
				2023 11FRO92	11/13/2023	UNIFORM - BROOKS,C	215.97	772.48
	12/26/2023	0046669	SCHNEIDER ELECTRIC BUILD	981569	10/16/2023	LABOR SERVICE CONTRACT	402.56	
				985038	10/30/2023	LABOR SERVICE CONTRACT	402.56	805.12
	12/26/2023	0047517	GREGOIRE, KATHI	113023	11/30/2023	MILEAGE FOR CHAPLAIN DU	84.76	84.76
						Sub total for U S BANK:		57,439.82

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0001136	OLYMPIC MEDICAL CENTER	OMC 12.13.23	12/13/2023	INMATE MEDICAL	2,791.15	2,791.15
	12/26/2023	0001136	OLYMPIC MEDICAL CENTER	460176-Nov23	12/5/2023	INMATE MEDICAL	60.00	60.00
	12/26/2023	0025115	RADIA INC PS	ZBEPEST	11/7/2023	INMATE MEDICAL	41.76	
				ZBF8SB9	11/15/2023	INMATE MEDICAL	5.24	47.00
	12/26/2023	0041537	MCKESSON MEDICAL-SURGI	21358293	11/15/2023	INMATE MEDICINE	609.45	
				21400059	11/28/2023	INMATE MEDICINE	361.10	
				21371498	11/15/2023	INMATE MEDICINE	222.35	
				21387840	11/26/2023	INMATE MEDICINE	166.74	
				21375517	11/20/2023	INMATE MEDICINE	100.93	
				21404006	11/29/2023	INMATE MEDICINE	91.08	
				21393431	11/27/2023	INMATE MEDICINE	78.81	
				21391348	11/27/2023	INMATE MEDICINE	23.82	1,654.28
	12/26/2023	0048022	SOUND INPATIENT PHYSICIAN	ZBEMW6S	11/9/2023	INMATE MEDICAL	46.90	
				ZBEIAFA	11/6/2023	INMATE MEDICAL	27.69	
				ZBEIAF9	11/7/2023	INMATE MEDICAL	27.69	102.28
						Sub total for U S BANK:		4,654.71

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000357	CLALLAM-JEFFERSON CO PR	11-23CF	12/13/2023	NOVEMBER 2023 - COURT FA	560.00	560.00
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132323	12/8/2023	11/2023-CONTRACT COST RA	120.56	
				1132321	12/8/2023	12/2023-CONTRACT BASE RA	32.64	
				1132325	12/8/2023	12/2023-CONTRACT BASE RA	27.20	
				1132326	12/8/2023	11/2023-CONTRACT COST RA	19.13	
				1132324	12/8/2023	12/2023-CONTRACT BASE RA	17.41	
				1132322	12/8/2023	11/2023-CONTRACT COST RA	9.85	226.79
	12/26/2023	0001212	PENINSULA DISPUTE RESOLU	11-23PDRC	12/13/2023	NOVEMBER 2023-PDRC SUR	720.00	720.00
	12/26/2023	0001764	WEST PAYMENT CENTER, TH	849429185	12/8/2023	DECEMBER 2023 - LIBRARY F	303.33	303.33
	12/26/2023	0026612	POOLE, KIRSTEN	DC1936581	12/13/2023	10/16/23-DRUG COURT KUDC	156.80	
				DC1936951	12/13/2023	11/09/23-DRUG COURT KUDC	45.00	
				1922053003523	12/13/2023	12/13/23-LIFT CT GARDUATIC	11.99	213.79
	12/26/2023	0028921	LMI NOTARY SERVICE	LMI2024	12/12/2023	2024 LMI NOTARY LICENSE R	164.50	164.50
	12/26/2023	0029889	CONNELL MITIGATION & INV	1933291CONNE	12/8/2023	20-1-00114-05, ST. V. CALLOV	2,531.84	2,531.84
	12/26/2023	0046756	PENA, KONNING MAURICIO	000041	12/8/2023	23-1-00158-05, ST. V. OJEDA-	135.00	135.00
	12/26/2023	0046965	WARREN, MICHELLE	1938589MW	12/13/2023	12/13/23-OFFICE SUPPLIES F	41.72	41.72
	12/26/2023	0049041	MONTEJO, CARLA	1933292MONTE	12/8/2023	23-4-00502-05, IN RE WISBEY	1,451.90	1,451.90
	12/26/2023	0049210	SHINZATO-FISCHER, LICIA	WA-0131	12/8/2023	23-1-00271-05, ST. V. JONES,	130.00	130.00
						Sub total for U S BANK:		6,478.87

Final Check List
CLALLAM COUNTY

Treasurer

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000331	CLALLAM COUNTY AUDITOR	23-158832	12/12/2023	DFL REMOVAL RECORDING 2	204.50	204.50
	12/26/2023	0020849	U S BANK	1223NETBANK	12/11/2023	OFFICE EQUIPMENT	466.30	466.30
						Sub total for U S BANK:		670.80

Final Check List
CLALLAM COUNTY

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/14/2023	0000268	WAVE BUSINESS	WAVE 12/13/23	12/13/2023	VET CENTER PHONE	83.88	83.88
	12/14/2023	0001036	MURREYS OLYMPIC DISPOSA	MDC 12/13/23	12/13/2023	VET CENTER RECYCLE	41.96	41.96
	12/14/2023	0001179	PACIFIC OFFICE EQUIPMENT	POE 12/13/23	12/13/2023	VET CENTER PRINTER	335.32	335.32
	12/14/2023	0001300	PUBLIC UTILITY DISTRICT	MJ7934 12/13/2	12/13/2023	UTILITIES	500.11	500.11
	12/14/2023	0005544	PARK MANAGER LLC	RJ4913 12/13/2	12/13/2023	RENT	625.00	625.00
	12/14/2023	0020849	U S BANK	BG6299 12/13/2	12/13/2023	FOOD	150.00	
				FJ7755 12/13/23	12/13/2023	FOOD	150.00	
				FR5264 12/13/2	12/13/2023	FUEL	150.00	
				FS7468 12/13/2	12/13/2023	FOOD	150.00	
				HJ5467 12/13/2	12/13/2023	FUEL	150.00	
				MJ7934 12/13/2	12/13/2023	FOOD	150.00	
				WA6635 12/13/2	12/13/2023	FOOD	150.00	
				WD6825 12/13/2	12/13/2023	FUEL	150.00	
				WG6056 12/13/2	12/13/2023	FOOD	150.00	
				CD6639 12/13/2	12/13/2023	FOOD	100.00	
				HG1393 12/13/2	12/13/2023	FOOD	100.00	
				JJ2522 12/13/23	12/13/2023	FOOD	100.00	
				MC2576 12/13/2	12/13/2023	FOOD	100.00	
				PD1598 12/13/2	12/13/2023	FOOD	100.00	
				RD5090 12/13/2	12/13/2023	FOOD	100.00	1,950.00
						Sub total for U S BANK:		3,536.27

Final Check List
CLALLAM COUNTY

WSU Ext

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000360	CLALLAM COUNTY ER&R	2023.342E	12/26/2023	NOVEMBER 2023 VEHICLE RI	405.00	405.00
	12/26/2023	0000546	EXPRESS SERVICES, INC	29993843	12/26/2023	EXPRESS SERVICES	1,954.26	1,954.26
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132327	12/26/2023	PACIFIC OFFICE EQUIPMENT	354.23	354.23
	12/26/2023	0001738	WA STATE UNIVERSITY	C100042024	12/26/2023	WSU MOA	57,124.50	57,124.50
	12/26/2023	0004048	NOXIOUS WEED BOARD	915-112923	12/26/2023	NOXIOUS WEEDS	12,662.00	12,662.00
	12/26/2023	0020849	U S BANK	nov2023	12/26/2023	US BANK	604.58	604.58
	12/26/2023	0026615	RAYMOND, RHONDA	pcdec23	12/26/2023	PETTY CASH	15.83	15.83
	12/26/2023	0045254	SLEDGEHAMMER MARKETIN	30	12/26/2023	SLEDGEHAMMER MARKETIN	1,320.00	1,320.00
						Sub total for U S BANK:		74,440.40

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DEC 2 6 2023

Payroll Ending: 11/30/2023

Gross Earnings:	**$1,837,926.03**
Benefits Paid:	**$879,794.29**
Total Expenditures:	**$2,715,790.24**

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 8th DAY OF December 2023

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

COPY

MIKE FRENCH

(County Administrator)

Payroll and Benefits Paid for 3 Payrolls: December 8, 2023					
Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employees Paid by Fund #	Total Expenditures
MONTHLY: November 2023					
General Fund	00100	796,095.18	280,465.62	142	1,076,560.80
Sheriff: Boating Safety/VRF	11003/04	655.17	105.30	1	760.47
Sheriff: OPNET	11008	5,632.10	2,323.18	1	7,955.28
HHS	11301	31,794.49	11,345.98	7	43,140.47
HHS-Homeless Task Force	11322	2,714.21	1,197.27	1	3,911.48
Chem Depend/Mental Health	11323	2,714.21	1,197.24	1	3,911.45
HHS-Dev Disabilties	11331	6,155.16	2,466.56	1	8,621.72
Law Library	11401	485.64	42.36	1	528.00
Auditor-Doc Preservation	12401	294.44	25.84	1	320.28
Noxious Weed Control	13001	2,533.32	414.45	1	2,947.77
American Rescue Plan Act	19961	12,000.00	2,143.81	8	14,143.81
HR Risk Management	50401	4,540.27	382.89	2	4,923.16
MONTHLY TOTALS		**865,614.19**	**302,110.50**		**1,167,724.69**
SEMI-MONTHLY: 11/16-30/2023					
General Fund	00100	697,932.73	408,922.47	211	1,106,855.20
HHS	11301	28,681.06	16,874.22	12	45,555.28
Prosecutor-Local Crime Victim	11701	16,185.10	4,374.60	2	20,559.70
Auditor-Doc Preservation	12401	1,944.10	1,656.94	2	3,601.04
Noxious Weed Control	13001	2,814.50	1,870.85	1	4,685.35
Veterans Relief	19914	4,570.96	3,432.87	2	8,003.83
Affordable Housing Sales Tax	19951	4,348.15	2,085.02	1	6,433.17
American Rescue Plan Act	19961	3,333.34	597.69	1	3,931.03
HR-Risk Management	50401	13,461.08	6,724.70	4	20,185.78
HR-Worker's Compensation	50501	1,744.55	805.93	2	2,550.48
SM TOTALS		**775,015.57**	**447,345.29**		**1,222,360.86**
ROADS: 11/16-30/2023 TOTALS					
General Fund	00100	1,930.08		10	1,930.08
PW - Roads	10101	167,284.54	111,940.95	66	279,225.49
PW - Flood Control	10135	3,579.31	2,078.09	3	5,657.40
PW - Broadband Infrastructure	30805	242.26	121.12	1	363.38
PW - Solid Waste	40201	547.65	305.21	3	852.86
PW - Carlsborg Sewer M&O	42401	977.69	582.27	5	1,559.96
ER&R	50301	22,734.74	15,310.86	16	38,045.60
ROADS TOTALS		**197,296.27**	**130,338.50**		**325,704.69**
TOTALS		**$1,837,926.03**	**$879,794.29**		**$2,715,790.24**

Prepared by:

Sherry Price, Deputy Auditor

COPY

MONTHLY

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 00100
 # Emps : 142

Earnings Code & Description		Amount	Hours
r	REGULAR	521,940.11	13,380.97
fhp	FLOATING HOLIDAY PAID	54,777.31	1,344.00
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	35,956.08	374.00
o15s	OVERTIME X 1.5 - SHERIFF DEPT	15,516.97	242.50
o15j	OVERTIME x 1.5 - JUV DETENTION	3,316.09	80.08
ohjd	OT HOLIDAY - JUV DETENTION	2,277.93	54.00
cu	COMP USED	1,513.06	37.38
bsba	BS/BA EDUCATION INCENTIVE	1,424.66	
aaas	AA/AS EDUCATION INCENTIVE	1,192.54	
fl	FUNERAL LEAVE	1,029.06	30.00
detpay	DETECTIVE PAY	890.14	
auto	AUTO ALLOWANCE CONTRACTUAL	680.00	
aspd	SHERIFF ACTING SUP PAY DEPUTY	305.57	152.50
phsm	PHONE STIPEND SMART PHONE	280.00	
fto	FTO PREMIUM	149.60	88.00
swa	SICK - WA PART-TIME	35.34	1.50
asp	SHERIFF ACTING SUPERVISOR PAY	13.90	8.00
h	HOLIDAY	64,255.41	1,635.70
s	SICK	36,396.17	826.17
v	VACATION	29,381.84	963.67
fh	FLOATING HOLIDAY	12,808.98	305.50
well	WELLNESS INCENTIVE	3,193.76	13,356.07
accred	ACCREDITATION PAY	2,050.33	
clth	CLOTHING ALLOWANCE	1,500.00	3.00
aute	AUTO ALLOWANCE ELECTED	1,360.00	
dont	DONATED TIME USED	1,051.91	33.20
oth	OVERTIME X 1.5 - HOURLY	967.28	66.00
extr	EXTRA PAY BEYOND SALARY	705.81	
oc2	ON CALL NON-SHIFT DAY	474.96	4.00
flxu	FLEX TIME USED (NO RUN BAL)	290.87	6.50
aspj	ACTING SUPERVISOR PAY JUVENILE	233.25	180.00
wep	WEST END PAY	100.00	
phns	PHONE STIPEND	20.00	
swapt	SICK PAYOFF - TERMINATION 10%	6.25	0.07
	Totals:	**796,095.18**	**33,172.81**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	81,277.84
pers2	PERS 2 RETIREMENT	25,407.51
leoff2	LEOFF 2 RETIREMENT	16,802.14
medpre	HEALTH INSURANCE PRE TAX	11,353.80
psers	PSERS RETIREMENT	7,447.22
fmlatx	WA Paid Family & Medical Leave	4,428.17
wacare	WA Long-Term Care	3,570.94
n457	NATIONWIDE 457	2,335.31
h457rt	ROTH-EMPOWER 457	1,000.00
genpre	SUN LIFE PRE TAX	880.42
udmp	UNION DUES - 1619 MP	618.57
udps	UNION DUES - 1619 S	509.24
leofcu	LEOFF RETIREMENT CATCH UP	458.17
udlc	UNION DUES - 1619 LC	370.50
aflaft	AFLAC POST TAX	268.28
rth457	ROTH-ICMA DEFERRED COMP	135.28
colpre	COLONIAL LIFE INS. PRE TAX	68.98
socsec	SOCIAL SECURITY	46,306.67
401a	401A DEFERRED COMPENSATION	17,225.75
icm457	ICMA DEFERRED COMP	13,276.25
medtx	MEDICARE TAX	11,074.41
h457	MASSMUTUAL 457	6,095.47
pers3	PERS 3 RETIREMENT	4,049.73
udteam	UNION DUES - TEAMSTERS	2,479.63
l&i	L&I - SELF INSURED	1,124.75
aflpre	AFLAC PRE TAX	945.57
ltdshr	LTD - SHERIFF	668.51
udpd	UNION DUES - 1619 D	557.84
hr125	HEALTH REIMBURSEMENT	505.00
colaft	COLONIAL LIFE INS. POST TAX	431.42
udcd	UNION DUES - 1619 CD C	324.18
udcs	UNION DUES - 1619 CS	171.84
uw	UNITED WAY	135.00
wsatf	1619CD WSATF DUES	54.16

Fund Worked : 00100
 # Emps : 142

Deduction Code and Description		Amount
udtint	TEAMSTERS INIT FEE or ADJ	50.00
shrfnd	SHERIFF EMPLOYEE FUND	25.95
shrfcf	SHERIFF COFFEE FUND	47.76
psercu	PSERS RETIREMENT CATCH UP	-5.17
	Totals:	**262,477.09**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	125,149.58
pers2	PERS 2 RETIREMENT	35,586.56
l&i	L&I - SELF INSURED	12,929.84
psers	PSERS RETIREMENT	10,952.20
vebahr	HRA VEBA	5,649.45
fmlatx	WA Paid Family & Medical Leave	1,657.56
genpre	SUN LIFE PRE TAX	282.00
psercu	PSERS RETIREMENT CATCH UP	18.11
socsec	SOCIAL SECURITY	46,298.15
401a	401A DEFERRED COMPENSATION	13,486.13
medtx	MEDICARE TAX	11,072.42
leoff2	LEOFF 2 RETIREMENT	10,479.17
pers3	PERS 3 RETIREMENT	5,194.38
unemp	UNEMPLOYMENT	1,418.13
leofcu	LEOFF RETIREMENT CATCH UP	279.71
perscu	PERS RETIREMENT CATCH UP	12.23
	Totals:	**280,465.62**

Gross Earnings by Fund:	**796,095.18**	**33,172.81**
Total Fund Deductions:	**262,477.09**	
Fund Net:	**533,618.09**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 11003
 # Emps : 1

Earnings Code & Description		Amount	Hours
o15s	OVERTIME X 1.5 - SHERIFF DEPT	655.17	9.00
	Totals:	**655.17**	**9.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	98.48
socsec	SOCIAL SECURITY	40.49
medtx	MEDICARE TAX	9.47
wacare	WA Long-Term Care	3.80
ltdshr	LTD - SHERIFF	2.14
shrfcf	SHERIFF COFFEE FUND	0.24
leoff2	LEOFF 2 RETIREMENT	55.89
h457	MASSMUTUAL 457	21.58
fmlatx	WA Paid Family & Medical Leave	3.81
udps	UNION DUES - 1619 S	3.51
l&i	L&I - SELF INSURED	0.61
shrfnd	SHERIFF EMPLOYEE FUND	0.05
	Totals:	**240.07**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	40.49
l&i	L&I - SELF INSURED	17.74
fmlatx	WA Paid Family & Medical Leave	1.43
leoff2	LEOFF 2 RETIREMENT	34.86
medtx	MEDICARE TAX	9.47
unemp	UNEMPLOYMENT	1.31
	Totals:	**105.30**

Gross Earnings by Fund:	**655.17**	**9.00**
Total Fund Deductions:	**240.07**	
Fund Net:	**415.10**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 11008
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	3,802.05	120.00
h	HOLIDAY	760.41	24.00
v	VACATION	1,013.88	32.00
accred	ACCREDITATION PAY	55.76	
	Totals:	**5,632.10**	**176.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	434.81
socsec	SOCIAL SECURITY	342.27
medtx	MEDICARE TAX	80.05
fmlatx	WA Paid Family & Medical Leave	32.78
l&i	L&I - SELF INSURED	9.49
pers2	PERS 2 RETIREMENT	358.20
medpre	HEALTH INSURANCE PRE TAX	111.60
udlc	UNION DUES - 1619 LC	61.75
wacare	WA Long-Term Care	32.67
shrfnd	SHERIFF EMPLOYEE FUND	5.00
	Totals:	**1,468.62**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,325.00
socsec	SOCIAL SECURITY	342.27
l&i	L&I - SELF INSURED	15.59
unemp	UNEMPLOYMENT	11.26
pers2	PERS 2 RETIREMENT	536.74
medtx	MEDICARE TAX	80.05
fmlatx	WA Paid Family & Medical Leave	12.27
	Totals:	**2,323.18**

Gross Earnings by Fund:	**5,632.10**	**176.00**
Total Fund Deductions:	**1,468.62**	
Fund Net:	**4,163.48**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 11301
 # Emps : 7

Earnings Code & Description		Amount	Hours
r	REGULAR	21,595.69	622.60
h	HOLIDAY	2,961.55	86.40
s	SICK	79.46	2.50
sc15	HHS SCANNING PROJ OT X 1.5	7,046.55	137.75
v	VACATION	111.24	3.50
	Totals:	**31,794.49**	**852.75**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	3,132.97
pers2	PERS 2 RETIREMENT	1,567.42
icm457	ICMA DEFERRED COMP	743.72
medtx	MEDICARE TAX	451.26
401a	401A DEFERRED COMPENSATION	228.74
fmlatx	WA Paid Family & Medical Leave	185.08
rth457	ROTH-ICMA DEFERRED COMP	64.72
udmp	UNION DUES - 1619 MP	60.68
colpre	COLONIAL LIFE INS. PRE TAX	19.14
socsec	SOCIAL SECURITY	1,929.52
h457	MASSMUTUAL 457	810.82
medpre	HEALTH INSURANCE PRE TAX	614.19
udteam	UNION DUES - TEAMSTERS	264.37
pers3	PERS 3 RETIREMENT	220.73
wacare	WA Long-Term Care	184.40
l&i	L&I - SELF INSURED	62.45
aflpre	AFLAC PRE TAX	39.93
aflaft	AFLAC POST TAX	7.53
	Totals:	**10,587.67**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	5,150.00
socsec	SOCIAL SECURITY	1,938.04
401a	401A DEFERRED COMPENSATION	444.25
l&i	L&I - SELF INSURED	413.96
unemp	UNEMPLOYMENT	63.47
pers2	PERS 2 RETIREMENT	2,367.71
medtx	MEDICARE TAX	453.25
pers3	PERS 3 RETIREMENT	420.70
fmlatx	WA Paid Family & Medical Leave	69.60
vebahr	HRA VEBA	25.00
	Totals:	**11,345.98**

Gross Earnings by Fund:	**31,794.49**	**852.75**
Total Fund Deductions:	**10,587.67**	
Fund Net:	**21,206.82**	

Fund Worked : 11322
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	2,095.97	69.50
s	SICK	120.64	4.00
v	VACATION	15.08	0.50
h	HOLIDAY	361.89	12.00
fh	FLOATING HOLIDAY	120.63	4.00
	Totals:	**2,714.21**	**90.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	273.77
socsec	SOCIAL SECURITY	163.27
medpre	HEALTH INSURANCE PRE TAX	81.16
udteam	UNION DUES - TEAMSTERS	34.00
l&i	L&I - SELF INSURED	5.50
pers2	PERS 2 RETIREMENT	172.63
icm457	ICMA DEFERRED COMP	108.58
medtx	MEDICARE TAX	38.18
fmlatx	WA Paid Family & Medical Leave	15.80
	Totals:	**892.89**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	662.50
socsec	SOCIAL SECURITY	163.27
medtx	MEDICARE TAX	38.18
fmlatx	WA Paid Family & Medical Leave	5.91
pers2	PERS 2 RETIREMENT	258.68
401a	401A DEFERRED COMPENSATION	54.28
l&i	L&I - SELF INSURED	9.03
unemp	UNEMPLOYMENT	5.42
	Totals:	**1,197.27**

Gross Earnings by Fund:	**2,714.21**	**90.00**
Total Fund Deductions:	**892.89**	
Fund Net:	**1,821.32**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 11323
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	2,095.97	69.50
s	SICK	120.64	4.00
v	VACATION	15.08	0.50
h	HOLIDAY	361.89	12.00
fh	FLOATING HOLIDAY	120.63	4.00
	Totals:	**2,714.21**	**90.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	273.76
socsec	SOCIAL SECURITY	163.23
medpre	HEALTH INSURANCE PRE TAX	81.14
udteam	UNION DUES - TEAMSTERS	34.00
l&i	L&I - SELF INSURED	5.50
pers2	PERS 2 RETIREMENT	172.62
icm457	ICMA DEFERRED COMP	108.56
medtx	MEDICARE TAX	38.18
fmlatx	WA Paid Family & Medical Leave	15.80
	Totals:	**892.79**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	662.50
socsec	SOCIAL SECURITY	163.23
medtx	MEDICARE TAX	38.18
fmlatx	WA Paid Family & Medical Leave	5.92
pers2	PERS 2 RETIREMENT	258.65
401a	401A DEFERRED COMPENSATION	54.29
l&i	L&I - SELF INSURED	9.03
unemp	UNEMPLOYMENT	5.44
	Totals:	**1,197.24**

Gross Earnings by Fund:	**2,714.21**	**90.00**
Total Fund Deductions:	**892.79**	
Fund Net:	**1,821.42**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 11331
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	4,756.26	136.00
fh	FLOATING HOLIDAY	559.56	16.00
h	HOLIDAY	839.34	24.00
	Totals:	**6,155.16**	**176.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	620.71
pers2	PERS 2 RETIREMENT	391.47
medpre	HEALTH INSURANCE PRE TAX	227.30
udteam	UNION DUES - TEAMSTERS	79.00
wacare	WA Long-Term Care	35.70
h457	MASSMUTUAL 457	500.00
socsec	SOCIAL SECURITY	367.53
medtx	MEDICARE TAX	85.95
fmlatx	WA Paid Family & Medical Leave	35.83
l&i	L&I - SELF INSURED	10.76
	Totals:	**2,354.25**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,260.00
socsec	SOCIAL SECURITY	367.53
medtx	MEDICARE TAX	85.95
fmlatx	WA Paid Family & Medical Leave	13.41
pers2	PERS 2 RETIREMENT	586.59
401a	401A DEFERRED COMPENSATION	123.10
l&i	L&I - SELF INSURED	17.67
unemp	UNEMPLOYMENT	12.31
	Totals:	**2,466.56**

Gross Earnings by Fund:	**6,155.16**	**176.00**
Total Fund Deductions:	**2,354.25**	
Fund Net:	**3,800.91**	

Fund Worked : 11401
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	485.64	24.50
	Totals:	**485.64**	**24.50**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	30.11
fedtx	FEDERAL WITHHOLDING TAX	4.81
wacare	WA Long-Term Care	2.82
medtx	MEDICARE TAX	7.04
fmlatx	WA Paid Family & Medical Leave	2.83
l&i	L&I - SELF INSURED	1.94
	Totals:	**49.55**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	30.11
l&i	L&I - SELF INSURED	3.18
unemp	UNEMPLOYMENT	0.97
medtx	MEDICARE TAX	7.04
fmlatx	WA Paid Family & Medical Leave	1.06
	Totals:	**42.36**

Gross Earnings by Fund:	**485.64**	**24.50**
Total Fund Deductions:	**49.55**	
Fund Net:	**436.09**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 12401
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	294.44	16.00
	Totals:	**294.44**	**16.00**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	18.26
wacare	WA Long-Term Care	1.71
l&i	L&I - SELF INSURED	1.27
medtx	MEDICARE TAX	4.27
fmlatx	WA Paid Family & Medical Leave	1.71
	Totals:	**27.22**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	18.26
l&i	L&I - SELF INSURED	2.08
unemp	UNEMPLOYMENT	0.59
medtx	MEDICARE TAX	4.27
fmlatx	WA Paid Family & Medical Leave	0.64
	Totals:	**25.84**

Gross Earnings by Fund:	**294.44**	**16.00**
Total Fund Deductions:	**27.22**	
Fund Net:	**267.22**	

Fund Worked : 13001
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	2,505.18	143.00
swapt	SICK PAYOFF - TERMINATION 10%	28.14	1.61
	Totals:	**2,533.32**	**144.61**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	157.07
medtx	MEDICARE TAX	36.73
wacare	WA Long-Term Care	14.69
fedtx	FEDERAL WITHHOLDING TAX	147.17
fmlatx	WA Paid Family & Medical Leave	14.75
l&i	L&I - SELF INSURED	11.31
	Totals:	**381.72**

Benefit Code and Description		Amount
l&i	L&I - SELF INSURED	210.12
medtx	MEDICARE TAX	36.73
unemp	UNEMPLOYMENT	5.01
socsec	SOCIAL SECURITY	157.07
fmlatx	WA Paid Family & Medical Leave	5.52
	Totals:	**414.45**

Gross Earnings by Fund:	**2,533.32**	**144.61**
Total Fund Deductions:	**381.72**	
Fund Net:	**2,151.60**	

Fund Worked : 19961
 # Emps : 8

Earnings Code & Description		Amount	Hours
retbon	RETENTION BONUS	12,000.00	
	Totals:	**12,000.00**	

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,452.24
psers	PSERS RETIREMENT	603.74
medtx	MEDICARE TAX	173.02
pers3	PERS 3 RETIREMENT	75.00
medpre	HEALTH INSURANCE PRE TAX	68.23
udcd	UNION DUES - 1619 CD C	46.32
n457	NATIONWIDE 457	16.56
l&i	L&I - SELF INSURED	12.24
psercu	PSERS RETIREMENT CATCH UP	-0.74
socsec	SOCIAL SECURITY	739.77
icm457	ICMA DEFERRED COMP	593.14
pers2	PERS 2 RETIREMENT	95.40
fmlatx	WA Paid Family & Medical Leave	69.84
401a	401A DEFERRED COMPENSATION	58.29
wacare	WA Long-Term Care	43.50
udcs	UNION DUES - 1619 CS	13.41
wsatf	1619CD WSATF DUES	5.84
	Totals:	**4,065.80**

Benefit Code and Description		Amount
psers	PSERS RETIREMENT	891.00
medtx	MEDICARE TAX	173.02
pers2	PERS 2 RETIREMENT	142.95
unemp	UNEMPLOYMENT	23.94
perscu	PERS RETIREMENT CATCH UP	1.43
socsec	SOCIAL SECURITY	739.77
pers3	PERS 3 RETIREMENT	142.95
fmlatx	WA Paid Family & Medical Leave	26.16
psercu	PSERS RETIREMENT CATCH UP	2.59
	Totals:	**2,143.81**

Gross Earnings by Fund:	**12,000.00**	**0.00**
Total Fund Deductions:	**4,065.80**	
Fund Net:	**7,934.20**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 50401
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	4,260.49	127.50
swa	SICK - WA PART-TIME	279.78	8.00
	Totals:	**4,540.27**	**135.50**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	411.13
medtx	MEDICARE TAX	65.84
wacare	WA Long-Term Care	14.98
socsec	SOCIAL SECURITY	281.50
fmlatx	WA Paid Family & Medical Leave	26.43
l&i	L&I - SELF INSURED	10.09
	Totals:	**809.97**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	281.50
l&i	L&I - SELF INSURED	16.57
unemp	UNEMPLOYMENT	9.08
medtx	MEDICARE TAX	65.84
fmlatx	WA Paid Family & Medical Leave	9.90
	Totals:	**382.89**

Gross Earnings by Fund:	**4,540.27**	**135.50**
Total Fund Deductions:	**809.97**	
Fund Net:	**3,730.30**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 65101
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	8,575.21	200.00
	Totals:	**8,575.21**	**200.00**

Deduction Code and Description		Amount
fd1457	DRS 457 DEFERRED COMP FIRE 1	700.00
fedtx	FEDERAL WITHHOLDING TAX	540.87
socsec	SOCIAL SECURITY	74.40
fmlf1	WA Paid Family & Medical Leave	49.92
leoff2	LEOFF 2 RETIREMENT	629.11
medtx	MEDICARE TAX	124.34
l&i1	L&I - FIRE 1	69.36
wacfd1	WA Long-Term Care	42.78
	Totals:	**2,230.78**

Benefit Code and Description		Amount
leoff2	LEOFF 2 RETIREMENT	392.36
socsec	SOCIAL SECURITY	74.40
medtx	MEDICARE TAX	124.34
	Totals:	**591.10**

Gross Earnings by Fund:	**8,575.21**	**200.00**
Total Fund Deductions:	**2,230.78**	
Fund Net:	**6,344.43**	

Fund Worked : 65151
 # Emps : 13

Earnings Code & Description		Amount	Hours
r	REGULAR	10,045.25	210.00
	Totals:	**10,045.25**	**210.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	903.95
medtx	MEDICARE TAX	145.65
wacfd5	WA Long-Term Care	58.28
socsec	SOCIAL SECURITY	622.80
fmlf5	WA Paid Family & Medical Leave	58.48
	Totals:	**1,789.16**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	622.80
medtx	MEDICARE TAX	145.65
	Totals:	**768.45**

Gross Earnings by Fund:	**10,045.25**	**210.00**
Total Fund Deductions:	**1,789.16**	
Fund Net:	**8,256.09**	

Fund Worked : 65161
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	267.58	17.00
	Totals:	**267.58**	**17.00**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	16.59
fmlf6	WA Paid Family & Medical Leave	1.56
medtx	MEDICARE TAX	3.88
wacfd6	WA Long-Term Care	1.55
	Totals:	**23.58**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	16.59
medtx	MEDICARE TAX	3.88
	Totals:	**20.47**

Gross Earnings by Fund:	**267.58**	**17.00**
Total Fund Deductions:	**23.58**	
Fund Net:	**244.00**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 65171
 # Emps : 13

Earnings Code & Description		Amount	Hours
r	REGULAR	14,453.85	294.25

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,006.41
socsec	SOCIAL SECURITY	304.02
fmlf4	WA Paid Family & Medical Leave	84.16
l&if4	L&I - FIRE 4	80.67

Benefit Code and Description		Amount
leof#4	LEOFF 2 RETIREMENT FIRE 4	508.10
medtx	MEDICARE TAX	209.62

Earnings Code & Description		Amount	Hours
	Totals:	**14,453.85**	**294.25**

Deduction Code and Description		Amount
leof#4	LEOFF 2 RETIREMENT FIRE 4	814.68
medtx	MEDICARE TAX	209.62
wacfd4	WA Long-Term Care	83.83
	Totals:	**2,583.39**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	304.02
	Totals:	**1,021.74**

Gross Earnings by Fund:	**14,453.85**	**294.25**
Total Fund Deductions:	**2,583.39**	
Fund Net:	**11,870.46**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 67101
 # Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	5,943.00	262.50
bhu	BENEFIT HOURS USED - TAX DIST	184.00	8.00
ott	OVERTIME - TAXING DIST	983.25	28.50
	Totals:	**7,110.25**	**299.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	578.76
pers2	PERS 2 RETIREMENT	319.99
l&iagn	L&I - AGNEW	82.60
socsec	SOCIAL SECURITY	440.84
medtx	MEDICARE TAX	103.10
wacagn	WA Long-Term Care	41.24
	Totals:	**1,566.53**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	479.48
medtx	MEDICARE TAX	103.10
socsec	SOCIAL SECURITY	440.84
fmlagn	WA Paid Family & Medical Leave	41.39
	Totals:	**1,064.81**

Gross Earnings by Fund:	**7,110.25**	**299.00**
Total Fund Deductions:	**1,566.53**	
Fund Net:	**5,543.72**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 67121
 # Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	2,365.00	65.00
	Totals:	**2,365.00**	**65.00**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	146.64
fmlcln	WA Paid Family & Medical Leave	13.76
medtx	MEDICARE TAX	34.29
waccln	WA Long-Term Care	13.73
	Totals:	**208.42**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	146.64
medtx	MEDICARE TAX	34.29
	Totals:	**180.93**

Gross Earnings by Fund:	**2,365.00**	**65.00**
Total Fund Deductions:	**208.42**	
Fund Net:	**2,156.58**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 67141
 # Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	5,709.00	205.00

Earnings Code & Description	Amount	Hours
Totals:	**5,709.00**	**205.00**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	353.96
pers2h	PERS 2 RETIREMENT - HIGHLAND	303.75
medtx	MEDICARE TAX	82.78
fmlhig	WA Paid Family & Medical Leave	33.24

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	313.80
dshshi	DSHS CHILD SUPPORT (HIGHLAND)	125.00
l&ihig	L&I - HIGHLAND IRRIGATION	57.95
wachig	WA Long-Term Care	33.12
Totals:		**1,303.60**

Benefit Code and Description		Amount
pers2h	PERS 2 RETIREMENT - HIGHLAND	455.15
medtx	MEDICARE TAX	82.78

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	353.96
Totals:		**891.89**

	Amount	Hours
Gross Earnings by Fund:	**5,709.00**	**205.00**
Total Fund Deductions:	**1,303.60**	
Fund Net:	**4,405.40**	

Fund Worked : 67701
 # Emps : 4

Earnings Code & Description		Amount	Hours
r	REGULAR	7,581.00	331.50
	Totals:	**7,581.00**	**331.50**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	470.02
fedtx	FEDERAL WITHHOLDING TAX	75.58
wacbld	WA Long-Term Care	43.97
medtx	MEDICARE TAX	109.93
fmlbld	WA Paid Family & Medical Leave	44.13
	Totals:	**743.63**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	470.02
medtx	MEDICARE TAX	109.93
	Totals:	**579.95**

Gross Earnings by Fund:	**7,581.00**	**331.50**
Total Fund Deductions:	**743.63**	
Fund Net:	**6,837.37**	

Fund Worked : 67731
 # Emps : 9

Earnings Code & Description		Amount	Hours
r	REGULAR	32,819.17	1,049.25
ott	OVERTIME - TAXING DIST	1,275.27	29.75
bhu	BENEFIT HOURS USED - TAX DIST	6,571.31	210.25
	Totals:	**40,665.75**	**1,289.25**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	2,718.34
pers2s	PERS 2 RETIREMENT - SUNLAND	2,513.59
medtx	MEDICARE TAX	589.66
fmlsun	WA Paid Family & Medical Leave	236.70
l&isun	L&I - SUNLAND	184.51
socsec	SOCIAL SECURITY	2,521.28
sun457	DRS 457 DEFERRED COMP SUNLAND	1,100.00
medsun	HEALTH INSURANCE SUNLAND	430.88
wacsun	WA Long-Term Care	235.87
	Totals:	**10,530.83**

Benefit Code and Description		Amount
medsun	HEALTH INSURANCE SUNLAND	11,497.26
socsec	SOCIAL SECURITY	2,521.28
pers2s	PERS 2 RETIREMENT - SUNLAND	3,766.41
medtx	MEDICARE TAX	589.66
	Totals:	**18,374.61**

Gross Earnings by Fund:	**40,665.75**	**1,289.25**
Total Fund Deductions:	**10,530.83**	
Fund Net:	**30,134.92**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : - Totals -
 # Emps : 205

Earnings Code & Description		Amount	Hours
r	REGULAR	651,590.86	17,344.07
fhp	FLOATING HOLIDAY PAID	54,777.31	1,344.00
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	35,956.08	374.00
o15s	OVERTIME X 1.5 - SHERIFF DEPT	16,172.14	251.50
retbon	RETENTION BONUS	12,000.00	
bhu	BENEFIT HOURS USED - TAX DIST	6,755.31	218.25
well	WELLNESS INCENTIVE	3,193.76	13,356.07
ott	OVERTIME - TAXING DIST	2,258.52	58.25
cu	COMP USED	1,513.06	37.38
bsba	BS/BA EDUCATION INCENTIVE	1,424.66	
aaas	AA/AS EDUCATION INCENTIVE	1,192.54	
fl	FUNERAL LEAVE	1,029.06	30.00
detpay	DETECTIVE PAY	890.14	
auto	AUTO ALLOWANCE CONTRACTUAL	680.00	
swa	SICK - WA PART-TIME	315.12	9.50
flxu	FLEX TIME USED (NO RUN BAL)	290.87	6.50
aspj	ACTING SUPERVISOR PAY JUVENILE	233.25	180.00
wep	WEST END PAY	100.00	
phns	PHONE STIPEND	20.00	
h	HOLIDAY	69,540.49	1,794.10
s	SICK	36,716.91	836.67
v	VACATION	30,537.12	1,000.17
fh	FLOATING HOLIDAY	13,609.80	329.50
sc15	HHS SCANNING PROJ OT X 1.5	7,046.55	137.75
o15j	OVERTIME x 1.5 - JUV DETENTION	3,316.09	80.08
ohjd	OT HOLIDAY - JUV DETENTION	2,277.93	54.00
accred	ACCREDITATION PAY	2,106.09	
clth	CLOTHING ALLOWANCE	1,500.00	3.00
aute	AUTO ALLOWANCE ELECTED	1,360.00	
dont	DONATED TIME USED	1,051.91	33.20
oth	OVERTIME X 1.5 - HOURLY	967.28	66.00
extr	EXTRA PAY BEYOND SALARY	705.81	
oc2	ON CALL NON-SHIFT DAY	474.96	4.00
aspd	SHERIFF ACTING SUP PAY DEPUTY	305.57	152.50
phsm	PHONE STIPEND SMART PHONE	280.00	
fto	FTO PREMIUM	149.60	88.00
swapt	SICK PAYOFF - TERMINATION 10%	34.39	1.68
asp	SHERIFF ACTING SUPERVISOR PAY	13.90	8.00
	Totals:	**962,387.08**	**37,798.17**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	94,265.40
pers2	PERS 2 RETIREMENT	28,485.24
leoff2	LEOFF 2 RETIREMENT	17,487.14
medtx	MEDICARE TAX	13,467.65
psers	PSERS RETIREMENT	8,050.96
fmlatx	WA Paid Family & Medical Leave	4,832.83
wacare	WA Long-Term Care	3,905.21
pers2s	PERS 2 RETIREMENT - SUNLAND	2,513.59
l&i	L&I - SELF INSURED	1,255.91
h457rt	ROTH-EMPOWER 457	1,000.00
genpre	SUN LIFE PRE TAX	880.42
fd1457	DRS 457 DEFERRED COMP FIRE 1	700.00
ltdshr	LTD - SHERIFF	670.65
udps	UNION DUES - 1619 S	512.75
leofcu	LEOFF RETIREMENT CATCH UP	458.17
socsec	SOCIAL SECURITY	55,490.24
401a	401A DEFERRED COMPENSATION	17,512.78
icm457	ICMA DEFERRED COMP	14,830.25
medpre	HEALTH INSURANCE PRE TAX	12,537.42
h457	MASSMUTUAL 457	7,427.87
pers3	PERS 3 RETIREMENT	4,345.46
udteam	UNION DUES - TEAMSTERS	2,891.00
n457	NATIONWIDE 457	2,351.87
sun457	DRS 457 DEFERRED COMP SUNLAND	1,100.00
aflpre	AFLAC PRE TAX	985.50
leof#4	LEOFF 2 RETIREMENT FIRE 4	814.68
udmp	UNION DUES - 1619 MP	679.25
udpd	UNION DUES - 1619 D	557.84
hr125	HEALTH REIMBURSEMENT	505.00
udlc	UNION DUES - 1619 LC	432.25

Fund Worked : - Totals -
 # Emps : 205

Deduction Code and Description		Amount
colaft	COLONIAL LIFE INS. POST TAX	431.42
udcd	UNION DUES - 1619 CD C	370.50
aflaft	AFLAC POST TAX	275.81
wacsun	WA Long-Term Care	235.87
udcs	UNION DUES - 1619 CS	185.25
uw	UNITED WAY	135.00
colpre	COLONIAL LIFE INS. PRE TAX	88.12
wacfd4	WA Long-Term Care	83.83
l&if4	L&I - FIRE 4	80.67
wsatf	1619CD WSATF DUES	60.00
wacfd5	WA Long-Term Care	58.28
udtint	TEAMSTERS INIT FEE or ADJ	50.00
shrfcf	SHERIFF COFFEE FUND	48.00
wacbld	WA Long-Term Care	43.97
wacagn	WA Long-Term Care	41.24
wachig	WA Long-Term Care	33.12
fmlcln	WA Paid Family & Medical Leave	13.76
fmlf6	WA Paid Family & Medical Leave	1.56
psercu	PSERS RETIREMENT CATCH UP	-5.91

Deduction Code and Description		Amount
medsun	HEALTH INSURANCE SUNLAND	430.88
pers2h	PERS 2 RETIREMENT - HIGHLAND	303.75
fmlsun	WA Paid Family & Medical Leave	236.70
rth457	ROTH-ICMA DEFERRED COMP	200.00
l&isun	L&I - SUNLAND	184.51
dshshi	DSHS CHILD SUPPORT (HIGHLAND)	125.00
fmlf4	WA Paid Family & Medical Leave	84.16
l&iagn	L&I - AGNEW	82.60
l&i1	L&I - FIRE 1	69.36
fmlf5	WA Paid Family & Medical Leave	58.48
l&ihig	L&I - HIGHLAND IRRIGATION	57.95
fmlf1	WA Paid Family & Medical Leave	49.92
fmlbld	WA Paid Family & Medical Leave	44.13
wacfd1	WA Long-Term Care	42.78
fmlhig	WA Paid Family & Medical Leave	33.24
shrfnd	SHERIFF EMPLOYEE FUND	31.00
waccln	WA Long-Term Care	13.73
wacfd6	WA Long-Term Care	1.55
	Totals:	**305,227.56**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	134,209.58
pers2	PERS 2 RETIREMENT	40,217.36
l&i	L&I - SELF INSURED	13,644.81
psers	PSERS RETIREMENT	11,843.20
leoff2	LEOFF 2 RETIREMENT	10,906.39
vebahr	HRA VEBA	5,674.45
fmlatx	WA Paid Family & Medical Leave	1,809.38
leof#4	LEOFF 2 RETIREMENT FIRE 4	508.10
genpre	SUN LIFE PRE TAX	282.00
fmlagn	WA Paid Family & Medical Leave	41.39
perscu	PERS RETIREMENT CATCH UP	13.66

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	55,490.24
401a	401A DEFERRED COMPENSATION	14,162.05
medtx	MEDICARE TAX	13,467.65
medsun	HEALTH INSURANCE SUNLAND	11,497.26
pers3	PERS 3 RETIREMENT	5,758.03
pers2s	PERS 2 RETIREMENT - SUNLAND	3,766.41
unemp	UNEMPLOYMENT	1,556.93
pers2h	PERS 2 RETIREMENT - HIGHLAND	455.15
leofcu	LEOFF RETIREMENT CATCH UP	279.71
psercu	PSERS RETIREMENT CATCH UP	20.70
	Totals:	**325,604.45**

Fund Worked : - Totals -
Emps : 205

Grand Total Gross Earnings:	962,387.08	37,798.17
Grand Total Deductions:	305,227.56	
Grand Total Net:	657,159.52	

SEMI-MONTHLY

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 00100
 # Emps : 211

Earnings Code & Description		Amount	Hours
r	REGULAR	445,124.33	12,934.56
v	VACATION	37,792.13	1,035.54
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	23,907.73	289.50
fh	FLOATING HOLIDAY	11,201.99	369.25
o15s	OVERTIME X 1.5 - SHERIFF DEPT	5,571.36	107.70
sc15	HHS SCANNING PROJ OT X 1.5	3,679.73	74.50
vp	VACATION PAYOFF	1,669.77	74.47
accred	ACCREDITATION PAY	1,182.01	
stby	STANDBY PAY	825.04	21.00
o15j	OVERTIME x 1.5 - JUV DETENTION	713.98	19.25
bsba	BS/BA EDUCATION INCENTIVE	661.01	
fto	FTO PREMIUM	284.61	156.50
uapr	URINE ANALYSIS PREMIUM	133.25	
asp	SHERIFF ACTING SUPERVISOR PAY	102.16	63.00
aspj	ACTING SUPERVISOR PAY JUVENILE	81.34	60.00
phns	PHONE STIPEND	70.00	
oc1	ON CALL SHIFT DAY	38.81	1.00
h	HOLIDAY	92,809.48	2,667.04
fhp	FLOATING HOLIDAY PAID	34,405.09	1,005.34
s	SICK	20,670.76	703.52
well	WELLNESS INCENTIVE	5,792.47	17,227.74
ohjd	OT HOLIDAY - JUV DETENTION	3,755.21	102.00
cu	COMP USED	2,928.59	90.01
oth	OVERTIME X 1.5 - HOURLY	1,197.76	64.50
auto	AUTO ALLOWANCE CONTRACTUAL	1,020.00	
fl	FUNERAL LEAVE	748.52	24.00
aute	AUTO ALLOWANCE ELECTED	680.00	
cp	COMP TIME PAID - COUNTY	378.93	16.90
phsm	PHONE STIPEND SMART PHONE	180.00	
aaas	AA/AS EDUCATION INCENTIVE	108.51	
detpay	DETECTIVE PAY	100.92	
spt	SICK PAYOFF - TERMINATION 10%	77.84	34.72
aspd	SHERIFF ACTING SUP PAY DEPUTY	39.40	20.00
	Totals:	**697,932.73**	**37,162.04**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	60,002.20
medpre	HEALTH INSURANCE PRE TAX	33,875.30
401a	401A DEFERRED COMPENSATION	15,087.55
medtx	MEDICARE TAX	9,496.63
psers	PSERS RETIREMENT	5,893.68
wacare	WA Long-Term Care	3,521.91
pers3	PERS 3 RETIREMENT	3,105.29
genpre	SUN LIFE PRE TAX	1,986.91
n457	NATIONWIDE 457	1,487.50
l&i	L&I - SELF INSURED	1,116.37
dc125	DEPENDENT CARE	833.32
dshs	DSHS CHILD SUPPORT	724.88
udpd	UNION DUES - 1619 D	556.95
udmp	UNION DUES - 1619 MP	401.44
udlc	UNION DUES - 1619 LC	369.03
colaft	COLONIAL LIFE INS. POST TAX	279.25
udtint	TEAMSTERS INIT FEE or ADJ	100.00
socsec	SOCIAL SECURITY	39,263.07
pers2	PERS 2 RETIREMENT	28,739.12
icm457	ICMA DEFERRED COMP	10,769.27
leoff2	LEOFF 2 RETIREMENT	8,311.79
fmlatx	WA Paid Family & Medical Leave	3,880.14
udteam	UNION DUES - TEAMSTERS	3,164.49
rth457	ROTH-ICMA DEFERRED COMP	2,496.31
aflpre	AFLAC PRE TAX	1,642.92
h457	MASSMUTUAL 457	1,203.23
hr125	HEALTH REIMBURSEMENT	908.33
dshsca	DSHS CHILD SUPPORT CALIFORNIA	750.00
ltdshr	LTD - SHERIFF	715.36
pers1	PERS 1 RETIREMENT	432.67
udcd	UNION DUES - 1619 CD C	376.84
evggar	EVERGREEN FIN GARNISHMENT	345.10
aflaft	AFLAC POST TAX	255.53
colpre	COLONIAL LIFE INS. PRE TAX	74.31

Fund Worked : 00100
 # Emps : 211

Deduction Code and Description		Amount
uw	UNITED WAY	45.00
udcs	UNION DUES - 1619 CS	30.88
shrfnd	SHERIFF EMPLOYEE FUND	17.79
psercu	PSERS RETIREMENT CATCH UP	-2.76
udps	UNION DUES - 1619 S	36.63
garnfe	GARNISHMENT FEE	21.50
shrfcf	SHERIFF COFFEE FUND	14.00
	Totals:	**242,329.73**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	262,148.88
socsec	SOCIAL SECURITY	39,172.12
l&i	L&I - SELF INSURED	10,451.47
medtx	MEDICARE TAX	9,475.36
leoff2	LEOFF 2 RETIREMENT	5,183.94
fmlatx	WA Paid Family & Medical Leave	1,449.49
pers1	PERS 1 RETIREMENT	687.23
psercu	PSERS RETIREMENT CATCH UP	6.30
leofcu	LEOFF RETIREMENT CATCH UP	-3.89
pers2	PERS 2 RETIREMENT	42,313.79
401a	401A DEFERRED COMPENSATION	13,020.26
vebahr	HRA VEBA	10,190.51
psers	PSERS RETIREMENT	8,534.94
pers3	PERS 3 RETIREMENT	4,338.63
unemp	UNEMPLOYMENT	1,315.22
genpre	SUN LIFE PRE TAX	637.79
perscu	PERS RETIREMENT CATCH UP	0.43
	Totals:	**408,922.47**

Gross Earnings by Fund:	**697,932.73**	**37,162.04**
Total Fund Deductions:	**242,329.73**	
Fund Net:	**455,603.00**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 11301
 # Emps : 12

Earnings Code & Description		Amount	Hours
r	REGULAR	19,575.09	683.50
sc15	HHS SCANNING PROJ OT X 1.5	3,402.08	76.00
vp	VACATION PAYOFF	481.43	19.45
h	HOLIDAY	4,136.28	144.00
v	VACATION	1,066.95	34.00
spt	SICK PAYOFF - TERMINATION 10%	19.23	7.77
	Totals:	**28,681.06**	**964.72**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	2,085.38
pers2	PERS 2 RETIREMENT	1,788.36
401a	401A DEFERRED COMPENSATION	874.02
udteam	UNION DUES - TEAMSTERS	306.81
fmlatx	WA Paid Family & Medical Leave	166.93
aflpre	AFLAC PRE TAX	133.90
l&i	L&I - SELF INSURED	61.23
hr125	HEALTH REIMBURSEMENT	50.00
h457	MASSMUTUAL 457	13.92
medpre	HEALTH INSURANCE PRE TAX	1,861.85
socsec	SOCIAL SECURITY	1,651.41
medtx	MEDICARE TAX	386.23
icm457	ICMA DEFERRED COMP	184.59
wacare	WA Long-Term Care	148.49
rth457	ROTH-ICMA DEFERRED COMP	123.10
udtint	TEAMSTERS INIT FEE or ADJ	50.00
aflaft	AFLAC POST TAX	36.40
	Totals:	**9,922.62**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	11,340.00
socsec	SOCIAL SECURITY	1,651.41
medtx	MEDICARE TAX	386.23
fmlatx	WA Paid Family & Medical Leave	62.50
pers2	PERS 2 RETIREMENT	2,685.59
401a	401A DEFERRED COMPENSATION	429.43
l&i	L&I - SELF INSURED	262.82
unemp	UNEMPLOYMENT	56.24
	Totals:	**16,874.22**

Gross Earnings by Fund:	**28,681.06**	**964.72**
Total Fund Deductions:	**9,922.62**	
Fund Net:	**18,758.44**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 11701
 # Emps : 2

Earnings Code & Description		Amount	Hours
vp	VACATION PAYOFF	9,601.52	303.04
spt	SICK PAYOFF - TERMINATION 10%	1,206.34	380.79
v	VACATION	841.90	27.50
fh	FLOATING HOLIDAY	522.78	16.50
r	REGULAR	2,496.26	83.00
h	HOLIDAY	977.68	32.00
s	SICK	538.62	17.00
	Totals:	**16,185.10**	**859.83**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	3,412.25
pers2	PERS 2 RETIREMENT	340.55
medpre	HEALTH INSURANCE PRE TAX	227.30
fmlatx	WA Paid Family & Medical Leave	94.21
udteam	UNION DUES - TEAMSTERS	68.21
socsec	SOCIAL SECURITY	989.38
medtx	MEDICARE TAX	231.40
401a	401A DEFERRED COMPENSATION	138.27
wacare	WA Long-Term Care	93.88
l&i	L&I - SELF INSURED	6.55
	Totals:	**5,602.00**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	2,520.00
pers2	PERS 2 RETIREMENT	512.45
401a	401A DEFERRED COMPENSATION	55.76
l&i	L&I - SELF INSURED	10.78
socsec	SOCIAL SECURITY	996.32
medtx	MEDICARE TAX	233.02
fmlatx	WA Paid Family & Medical Leave	35.51
unemp	UNEMPLOYMENT	10.76
	Totals:	**4,374.60**

Gross Earnings by Fund:	**16,185.10**	**859.83**
Total Fund Deductions:	**5,602.00**	
Fund Net:	**10,583.10**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 12401
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	1,179.28	49.63
v	VACATION	248.69	10.00
h	HOLIDAY	376.76	16.00
s	SICK	139.37	6.38
	Totals:	**1,944.10**	**82.01**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	202.31
socsec	SOCIAL SECURITY	108.00
401a	401A DEFERRED COMPENSATION	38.43
medtx	MEDICARE TAX	25.24
fmlatx	WA Paid Family & Medical Leave	11.30
l&i	L&I - SELF INSURED	3.91
pers2	PERS 2 RETIREMENT	123.63
fedtx	FEDERAL WITHHOLDING TAX	104.69
udteam	UNION DUES - TEAMSTERS	26.49
icm457	ICMA DEFERRED COMP	24.99
wacare	WA Long-Term Care	11.25
	Totals:	**680.24**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,284.98
socsec	SOCIAL SECURITY	108.00
medtx	MEDICARE TAX	25.24
fmlatx	WA Paid Family & Medical Leave	4.23
pers2	PERS 2 RETIREMENT	185.27
401a	401A DEFERRED COMPENSATION	38.88
l&i	L&I - SELF INSURED	6.45
unemp	UNEMPLOYMENT	3.89
	Totals:	**1,656.94**

Gross Earnings by Fund:	**1,944.10**	**82.01**
Total Fund Deductions:	**680.24**	
Fund Net:	**1,263.86**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 13001
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	2,142.83	67.00
s	SICK	159.91	5.00
h	HOLIDAY	511.76	16.00
	Totals:	**2,814.50**	**88.00**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	201.60
pers2	PERS 2 RETIREMENT	179.00
401a	401A DEFERRED COMPENSATION	140.73
udmp	UNION DUES - 1619 MP	30.88
wacare	WA Long-Term Care	16.32
fedtx	FEDERAL WITHHOLDING TAX	196.76
socsec	SOCIAL SECURITY	162.00
medtx	MEDICARE TAX	37.89
fmlatx	WA Paid Family & Medical Leave	16.38
l&i	L&I - SELF INSURED	6.33
	Totals:	**987.89**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,235.00
socsec	SOCIAL SECURITY	162.00
401a	401A DEFERRED COMPENSATION	56.29
vebahr	HRA VEBA	25.00
unemp	UNEMPLOYMENT	5.63
pers2	PERS 2 RETIREMENT	268.22
l&i	L&I - SELF INSURED	74.69
medtx	MEDICARE TAX	37.89
fmlatx	WA Paid Family & Medical Leave	6.13
	Totals:	**1,870.85**

Gross Earnings by Fund:	**2,814.50**	**88.00**
Total Fund Deductions:	**987.89**	
Fund Net:	**1,826.61**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 19914
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	3,749.32	131.20
h	HOLIDAY	821.64	28.80
	Totals:	**4,570.96**	**160.00**

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	290.72
fedtx	FEDERAL WITHHOLDING TAX	272.98
medtx	MEDICARE TAX	66.28
fmlatx	WA Paid Family & Medical Leave	26.61
l&i	L&I - SELF INSURED	10.38
socsec	SOCIAL SECURITY	283.40
401a	401A DEFERRED COMPENSATION	183.90
udteam	UNION DUES - TEAMSTERS	65.00
wacare	WA Long-Term Care	26.51
	Totals:	**1,225.78**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	2,520.00
socsec	SOCIAL SECURITY	283.40
medtx	MEDICARE TAX	66.28
fmlatx	WA Paid Family & Medical Leave	9.97
pers2	PERS 2 RETIREMENT	435.61
401a	401A DEFERRED COMPENSATION	91.42
l&i	L&I - SELF INSURED	17.04
unemp	UNEMPLOYMENT	9.15
	Totals:	**3,432.87**

Gross Earnings by Fund:	**4,570.96**	**160.00**
Total Fund Deductions:	**1,225.78**	
Fund Net:	**3,345.18**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 19951
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	3,418.47	72.00
auto	AUTO ALLOWANCE CONTRACTUAL	170.00	
h	HOLIDAY	759.68	16.00
	Totals:	**4,348.15**	**88.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	500.37
pers2	PERS 2 RETIREMENT	265.73
401a	401A DEFERRED COMPENSATION	208.91
medtx	MEDICARE TAX	57.82
wacare	WA Long-Term Care	25.22
medpre	HEALTH INSURANCE PRE TAX	301.60
socsec	SOCIAL SECURITY	247.23
genpre	SUN LIFE PRE TAX	58.96
fmlatx	WA Paid Family & Medical Leave	25.31
l&i	L&I - SELF INSURED	6.33
	Totals:	**1,697.48**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,135.00
socsec	SOCIAL SECURITY	247.23
401a	401A DEFERRED COMPENSATION	83.56
l&i	L&I - SELF INSURED	10.39
fmlatx	WA Paid Family & Medical Leave	9.48
pers2	PERS 2 RETIREMENT	398.18
vebahr	HRA VEBA	125.00
medtx	MEDICARE TAX	57.82
genpre	SUN LIFE PRE TAX	10.00
unemp	UNEMPLOYMENT	8.36
	Totals:	**2,085.02**

Gross Earnings by Fund:	**4,348.15**	**88.00**
Total Fund Deductions:	**1,697.48**	
Fund Net:	**2,650.67**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 19961
 # Emps : 1

Earnings Code & Description		Amount	Hours
sigbon	SIGNING BONUS	3,333.34	
	Totals:	**3,333.34**	

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	370.87
socsec	SOCIAL SECURITY	121.64
medtx	MEDICARE TAX	28.45
401a	401A DEFERRED COMPENSATION	16.87
wacare	WA Long-Term Care	11.44
udcd	UNION DUES - 1619 CD C	7.00
psers	PSERS RETIREMENT	132.69
rth457	ROTH-ICMA DEFERRED COMP	45.34
icm457	ICMA DEFERRED COMP	28.11
fmlatx	WA Paid Family & Medical Leave	11.48
medpre	HEALTH INSURANCE PRE TAX	9.75
l&i	L&I - SELF INSURED	1.44
	Totals:	**785.08**

Benefit Code and Description		Amount
psers	PSERS RETIREMENT	330.00
medtx	MEDICARE TAX	48.10
unemp	UNEMPLOYMENT	6.67
socsec	SOCIAL SECURITY	205.65
fmlatx	WA Paid Family & Medical Leave	7.27
	Totals:	**597.69**

Gross Earnings by Fund:	**3,333.34**	**0.00**
Total Fund Deductions:	**785.08**	
Fund Net:	**2,548.26**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 50401
 # Emps : 4

Earnings Code & Description		Amount	Hours
r	REGULAR	9,363.30	220.38
v	VACATION	1,510.81	19.00
h	HOLIDAY	2,416.97	52.00
auto	AUTO ALLOWANCE CONTRACTUAL	170.00	
	Totals:	**13,461.08**	**291.38**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,567.41
medpre	HEALTH INSURANCE PRE TAX	509.85
socsec	SOCIAL SECURITY	382.41
medtx	MEDICARE TAX	191.54
icm457	ICMA DEFERRED COMP	168.55
fmlatx	WA Paid Family & Medical Leave	78.36
l&i	L&I - SELF INSURED	19.93
shrfnd	SHERIFF EMPLOYEE FUND	1.00
h457	MASSMUTUAL 457	624.20
pers2	PERS 2 RETIREMENT	420.51
aflpre	AFLAC PRE TAX	222.32
genpre	SUN LIFE PRE TAX	172.49
401a	401A DEFERRED COMPENSATION	159.22
wacare	WA Long-Term Care	78.08
shrfcf	SHERIFF COFFEE FUND	5.00
	Totals:	**4,600.87**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	3,857.50
pers2	PERS 2 RETIREMENT	630.10
vebahr	HRA VEBA	406.25
medtx	MEDICARE TAX	191.54
l&i	L&I - SELF INSURED	32.70
unemp	UNEMPLOYMENT	26.59
h457	MASSMUTUAL 457	636.55
401a	401A DEFERRED COMPENSATION	466.21
socsec	SOCIAL SECURITY	382.41
genpre	SUN LIFE PRE TAX	65.50
fmlatx	WA Paid Family & Medical Leave	29.35
	Totals:	**6,724.70**

Gross Earnings by Fund:	**13,461.08**	**291.38**
Total Fund Deductions:	**4,600.87**	
Fund Net:	**8,860.21**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 50501
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	1,414.32	31.78
v	VACATION	36.03	0.40
h	HOLIDAY	276.19	5.60
s	SICK	18.01	0.20
	Totals:	**1,744.55**	**37.98**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	189.73
401a	401A DEFERRED COMPENSATION	113.69
medpre	HEALTH INSURANCE PRE TAX	61.38
medtx	MEDICARE TAX	24.17
fmlatx	WA Paid Family & Medical Leave	5.64
l&i	L&I - SELF INSURED	2.20
icm457	ICMA DEFERRED COMP	161.29
pers2	PERS 2 RETIREMENT	109.89
socsec	SOCIAL SECURITY	56.69
genpre	SUN LIFE PRE TAX	20.97
wacare	WA Long-Term Care	5.62
shrfnd	SHERIFF EMPLOYEE FUND	0.21
	Totals:	**751.48**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	441.00
401a	401A DEFERRED COMPENSATION	58.13
vebahr	HRA VEBA	43.75
genpre	SUN LIFE PRE TAX	6.71
unemp	UNEMPLOYMENT	3.49
pers2	PERS 2 RETIREMENT	166.25
socsec	SOCIAL SECURITY	56.69
medtx	MEDICARE TAX	24.17
l&i	L&I - SELF INSURED	3.63
fmlatx	WA Paid Family & Medical Leave	2.11
	Totals:	**805.93**

Gross Earnings by Fund:	**1,744.55**	**37.98**
Total Fund Deductions:	**751.48**	
Fund Net:	**993.07**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : - Totals -
 # Emps : 229

Earnings Code & Description		Amount	Hours
r	REGULAR	488,463.20	14,273.05
v	VACATION	41,496.51	1,126.44
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	23,907.73	289.50
vp	VACATION PAYOFF	11,752.72	396.96
sc15	HHS SCANNING PROJ OT X 1.5	7,081.81	150.50
o15s	OVERTIME X 1.5 - SHERIFF DEPT	5,571.36	107.70
sigbon	SIGNING BONUS	3,333.34	
auto	AUTO ALLOWANCE CONTRACTUAL	1,360.00	
oth	OVERTIME X 1.5 - HOURLY	1,197.76	64.50
stby	STANDBY PAY	825.04	21.00
o15j	OVERTIME x 1.5 - JUV DETENTION	713.98	19.25
bsba	BS/BA EDUCATION INCENTIVE	661.01	
fto	FTO PREMIUM	284.61	156.50
uapr	URINE ANALYSIS PREMIUM	133.25	
asp	SHERIFF ACTING SUPERVISOR PAY	102.16	63.00
aspj	ACTING SUPERVISOR PAY JUVENILE	81.34	60.00
aspd	SHERIFF ACTING SUP PAY DEPUTY	39.40	20.00
h	HOLIDAY	103,086.44	2,977.44
fhp	FLOATING HOLIDAY PAID	34,405.09	1,005.34
s	SICK	21,526.67	732.10
fh	FLOATING HOLIDAY	11,724.77	385.75
well	WELLNESS INCENTIVE	5,792.47	17,227.74
ohjd	OT HOLIDAY - JUV DETENTION	3,755.21	102.00
cu	COMP USED	2,928.59	90.01
spt	SICK PAYOFF - TERMINATION 10%	1,303.41	423.28
accred	ACCREDITATION PAY	1,182.01	
fl	FUNERAL LEAVE	748.52	24.00
aute	AUTO ALLOWANCE ELECTED	680.00	
cp	COMP TIME PAID - COUNTY	378.93	16.90
phsm	PHONE STIPEND SMART PHONE	180.00	
aaas	AA/AS EDUCATION INCENTIVE	108.51	
detpay	DETECTIVE PAY	100.92	
phns	PHONE STIPEND	70.00	
oc1	ON CALL SHIFT DAY	38.81	1.00
	Totals:	**775,015.57**	**39,733.96**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	68,702.64
medpre	HEALTH INSURANCE PRE TAX	37,250.94
401a	401A DEFERRED COMPENSATION	16,961.59
medtx	MEDICARE TAX	10,545.65
psers	PSERS RETIREMENT	6,026.37
wacare	WA Long-Term Care	3,938.72
pers3	PERS 3 RETIREMENT	3,105.29
genpre	SUN LIFE PRE TAX	2,239.33
h457	MASSMUTUAL 457	1,841.35
l&i	L&I - SELF INSURED	1,234.67
dc125	DEPENDENT CARE	833.32
dshs	DSHS CHILD SUPPORT	724.88
udpd	UNION DUES - 1619 D	556.95
udmp	UNION DUES - 1619 MP	432.32
udlc	UNION DUES - 1619 LC	369.03
aflaft	AFLAC POST TAX	291.93
udtint	TEAMSTERS INIT FEE or ADJ	150.00
socsec	SOCIAL SECURITY	43,265.23
pers2	PERS 2 RETIREMENT	32,257.51
icm457	ICMA DEFERRED COMP	11,336.80
leoff2	LEOFF 2 RETIREMENT	8,311.79
fmlatx	WA Paid Family & Medical Leave	4,316.36
udteam	UNION DUES - TEAMSTERS	3,631.00
rth457	ROTH-ICMA DEFERRED COMP	2,664.75
aflpre	AFLAC PRE TAX	1,999.14
n457	NATIONWIDE 457	1,487.50
hr125	HEALTH REIMBURSEMENT	958.33
dshsca	DSHS CHILD SUPPORT CALIFORNIA	750.00
ltdshr	LTD - SHERIFF	715.36
pers1	PERS 1 RETIREMENT	432.67
udcd	UNION DUES - 1619 CD C	383.84
evggar	EVERGREEN FIN GARNISHMENT	345.10
colaft	COLONIAL LIFE INS. POST TAX	279.25
colpre	COLONIAL LIFE INS. PRE TAX	74.31

Fund Worked : - Totals -
 # Emps : 229

Deduction Code and Description		Amount
uw	UNITED WAY	45.00
udcs	UNION DUES - 1619 CS	30.88
shrfcf	SHERIFF COFFEE FUND	19.00
psercu	PSERS RETIREMENT CATCH UP	-2.76
udps	UNION DUES - 1619 S	36.63
garnfe	GARNISHMENT FEE	21.50
shrfnd	SHERIFF EMPLOYEE FUND	19.00
	Totals:	**268,583.17**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	286,482.36
socsec	SOCIAL SECURITY	43,265.23
l&i	L&I - SELF INSURED	10,869.97
medtx	MEDICARE TAX	10,545.65
leoff2	LEOFF 2 RETIREMENT	5,183.94
fmlatx	WA Paid Family & Medical Leave	1,616.04
genpre	SUN LIFE PRE TAX	720.00
h457	MASSMUTUAL 457	636.55
perscu	PERS RETIREMENT CATCH UP	0.43
pers2	PERS 2 RETIREMENT	47,595.46
401a	401A DEFERRED COMPENSATION	14,299.94
vebahr	HRA VEBA	10,790.51
psers	PSERS RETIREMENT	8,864.94
pers3	PERS 3 RETIREMENT	4,338.63
unemp	UNEMPLOYMENT	1,446.00
pers1	PERS 1 RETIREMENT	687.23
psercu	PSERS RETIREMENT CATCH UP	6.30
leofcu	LEOFF RETIREMENT CATCH UP	-3.89
	Totals:	**447,345.29**

Grand Total Gross Earnings:	**775,015.57**	**39,733.96**
Grand Total Deductions:	**268,583.17**	
Grand Total Net:	**506,432.40**	

ROADS

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : 00100
 # Emps : 10

Earnings Code & Description		Amount	Hours
well	WELLNESS INCENTIVE	1,930.08	4,362.80
	Totals:	**1,930.08**	**4,362.80**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	144.68
pers2	PERS 2 RETIREMENT	114.17
401a	401A DEFERRED COMPENSATION	28.69
udteam	UNION DUES - TEAMSTERS	16.11
fmlatx	WA Paid Family & Medical Leave	11.22
udmp	UNION DUES - 1619 MP	4.38
l&i	L&I - SELF INSURED	3.32
fedtx	FEDERAL WITHHOLDING TAX	135.29
socsec	SOCIAL SECURITY	110.70
medtx	MEDICARE TAX	25.90
icm457	ICMA DEFERRED COMP	11.23
wacare	WA Long-Term Care	6.88
h457	MASSMUTUAL 457	3.68
	Totals:	**616.25**

Gross Earnings by Fund:	**1,930.08**	**4,362.80**
Total Fund Deductions:	**616.25**	
Fund Net:	**1,313.83**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : 10101
 # Emps : 66

Earnings Code & Description		Amount	Hours
r	REGULAR	99,367.54	3,092.60
v	VACATION	17,469.60	528.98
o15r	OVERTIME X 1.5 - ROADS DEPT	4,763.59	71.50
cpr	COMP TIME PAID - PW ROADS	1,255.91	41.75
fl	FUNERAL LEAVE	997.71	24.00
auto	AUTO ALLOWANCE CONTRACTUAL	340.00	
h	HOLIDAY	30,197.86	940.80
s	SICK	9,901.91	322.52
fh	FLOATING HOLIDAY	1,443.44	48.00
cu	COMP USED	1,204.01	42.00
phns	PHONE STIPEND	580.00	
c15r	COMP EARNED X 1.5 ROADS	-237.03	-5.00
	Totals:	**167,284.54**	**5,107.15**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	12,316.91
socsec	SOCIAL SECURITY	9,819.01
icm457	ICMA DEFERRED COMP	3,795.46
medtx	MEDICARE TAX	2,296.35
fmlatx	WA Paid Family & Medical Leave	975.33
h457	MASSMUTUAL 457	568.89
pers3	PERS 3 RETIREMENT	313.38
udmp	UNION DUES - 1619 MP	200.54
aflaft	AFLAC POST TAX	73.82
hr125	HEALTH REIMBURSEMENT	70.85
garnfe	GARNISHMENT FEE	0.50
pers2	PERS 2 RETIREMENT	10,092.41
medpre	HEALTH INSURANCE PRE TAX	9,012.20
401a	401A DEFERRED COMPENSATION	2,641.26
udteam	UNION DUES - TEAMSTERS	1,642.73
wacare	WA Long-Term Care	870.66
c13gar	CHAPTER 13 GARNISHMENT	538.00
l&i	L&I - SELF INSURED	262.82
genpre	SUN LIFE PRE TAX	104.01
aflpre	AFLAC PRE TAX	71.68
uw	UNITED WAY	55.68
	Totals:	**55,722.49**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	75,487.26
socsec	SOCIAL SECURITY	9,913.96
401a	401A DEFERRED COMPENSATION	3,090.24
pers3	PERS 3 RETIREMENT	594.59
fmlatx	WA Paid Family & Medical Leave	368.80
genpre	SUN LIFE PRE TAX	78.85
pers2	PERS 2 RETIREMENT	15,259.96
l&i	L&I - SELF INSURED	4,045.81
medtx	MEDICARE TAX	2,318.58
vebahr	HRA VEBA	450.00
unemp	UNEMPLOYMENT	333.00
perscu	PERS RETIREMENT CATCH UP	-0.10
	Totals:	**111,940.95**

Gross Earnings by Fund:	**167,284.54**	**5,107.15**
Total Fund Deductions:	**55,722.49**	
Fund Net:	**111,562.05**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : 10135
 # Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	2,990.29	78.00
h	HOLIDAY	589.02	16.00
	Totals:	**3,579.31**	**94.00**

Deduction Code and Description		Amount
401a	401A DEFERRED COMPENSATION	318.44
medpre	HEALTH INSURANCE PRE TAX	214.12
pers2	PERS 2 RETIREMENT	203.67
udmp	UNION DUES - 1619 MP	31.05
wacare	WA Long-Term Care	20.77
icm457	ICMA DEFERRED COMP	11.28
hr125	HEALTH REIMBURSEMENT	6.39
uw	UNITED WAY	2.10
fedtx	FEDERAL WITHHOLDING TAX	248.62
socsec	SOCIAL SECURITY	208.02
medtx	MEDICARE TAX	48.65
fmlatx	WA Paid Family & Medical Leave	20.84
pers3	PERS 3 RETIREMENT	18.21
l&i	L&I - SELF INSURED	6.85
genpre	SUN LIFE PRE TAX	4.26
aflpre	AFLAC PRE TAX	0.25
	Totals:	**1,363.52**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,340.80
socsec	SOCIAL SECURITY	208.02
medtx	MEDICARE TAX	48.65
vebahr	HRA VEBA	25.00
fmlatx	WA Paid Family & Medical Leave	7.80
genpre	SUN LIFE PRE TAX	3.23
pers2	PERS 2 RETIREMENT	305.19
401a	401A DEFERRED COMPENSATION	75.36
pers3	PERS 3 RETIREMENT	35.92
l&i	L&I - SELF INSURED	20.96
unemp	UNEMPLOYMENT	7.16
	Totals:	**2,078.09**

Gross Earnings by Fund:	**3,579.31**	**94.00**
Total Fund Deductions:	**1,363.52**	
Fund Net:	**2,215.79**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : 30805
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	242.26	4.50
	Totals:	**242.26**	**4.50**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	17.53
pers3	PERS 3 RETIREMENT	11.70
icm457	ICMA DEFERRED COMP	7.02
medtx	MEDICARE TAX	3.31
fmlatx	WA Paid Family & Medical Leave	1.41
uw	UNITED WAY	1.21
socsec	SOCIAL SECURITY	14.13
medpre	HEALTH INSURANCE PRE TAX	8.05
hr125	HEALTH REIMBURSEMENT	4.11
genpre	SUN LIFE PRE TAX	2.74
wacare	WA Long-Term Care	1.41
l&i	L&I - SELF INSURED	0.31
	Totals:	**72.93**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	63.50
socsec	SOCIAL SECURITY	14.13
l&i	L&I - SELF INSURED	6.72
genpre	SUN LIFE PRE TAX	2.08
unemp	UNEMPLOYMENT	0.49
pers3	PERS 3 RETIREMENT	23.09
401a	401A DEFERRED COMPENSATION	7.27
medtx	MEDICARE TAX	3.31
fmlatx	WA Paid Family & Medical Leave	0.53
	Totals:	**121.12**

Gross Earnings by Fund:	**242.26**	**4.50**
Total Fund Deductions:	**72.93**	
Fund Net:	**169.33**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : 40201
 # Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	547.65	13.00
	Totals:	**547.65**	**13.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	45.00
pers2	PERS 2 RETIREMENT	28.32
401a	401A DEFERRED COMPENSATION	11.21
udmp	UNION DUES - 1619 MP	3.90
icm457	ICMA DEFERRED COMP	3.77
wacare	WA Long-Term Care	3.18
uw	UNITED WAY	1.30
genpre	SUN LIFE PRE TAX	0.91
socsec	SOCIAL SECURITY	32.30
medpre	HEALTH INSURANCE PRE TAX	23.60
medtx	MEDICARE TAX	7.56
pers3	PERS 3 RETIREMENT	3.90
fmlatx	WA Paid Family & Medical Leave	3.19
hr125	HEALTH REIMBURSEMENT	1.37
aflpre	AFLAC PRE TAX	1.00
l&i	L&I - SELF INSURED	0.90
	Totals:	**171.41**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	184.47
socsec	SOCIAL SECURITY	32.30
401a	401A DEFERRED COMPENSATION	11.76
medtx	MEDICARE TAX	7.56
unemp	UNEMPLOYMENT	1.06
pers2	PERS 2 RETIREMENT	44.50
l&i	L&I - SELF INSURED	13.97
pers3	PERS 3 RETIREMENT	7.70
fmlatx	WA Paid Family & Medical Leave	1.20
genpre	SUN LIFE PRE TAX	0.69
	Totals:	**305.21**

Gross Earnings by Fund:	**547.65**	**13.00**
Total Fund Deductions:	**171.41**	
Fund Net:	**376.24**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : 42401
 # Emps : 5

Earnings Code & Description		Amount	Hours
r	REGULAR	977.69	25.65

Earnings Code & Description		Amount	Hours
	Totals:	**977.69**	**25.65**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	72.93
medpre	HEALTH INSURANCE PRE TAX	54.28
401a	401A DEFERRED COMPENSATION	23.81
icm457	ICMA DEFERRED COMP	7.31
fmlatx	WA Paid Family & Medical Leave	5.69
udteam	UNION DUES - TEAMSTERS	4.12
hr125	HEALTH REIMBURSEMENT	2.28
genpre	SUN LIFE PRE TAX	1.52
uw	UNITED WAY	0.67

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	57.03
pers2	PERS 2 RETIREMENT	51.14
medtx	MEDICARE TAX	13.34
pers3	PERS 3 RETIREMENT	6.50
wacare	WA Long-Term Care	5.67
udmp	UNION DUES - 1619 MP	4.05
l&i	L&I - SELF INSURED	1.54
aflaft	AFLAC POST TAX	0.72
	Totals:	**312.60**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	369.17
socsec	SOCIAL SECURITY	57.03
401a	401A DEFERRED COMPENSATION	20.91
pers3	PERS 3 RETIREMENT	12.83
unemp	UNEMPLOYMENT	1.89

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	80.36
l&i	L&I - SELF INSURED	23.47
medtx	MEDICARE TAX	13.34
fmlatx	WA Paid Family & Medical Leave	2.12
genpre	SUN LIFE PRE TAX	1.15
	Totals:	**582.27**

Gross Earnings by Fund:	**977.69**	**25.65**
Total Fund Deductions:	**312.60**	
Fund Net:	**665.09**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : 50301
 # Emps : 16

Earnings Code & Description		Amount	Hours
r	REGULAR	14,839.45	487.00
s	SICK	2,267.34	75.50
v	VACATION	535.33	18.00
phns	PHONE STIPEND	60.00	
h	HOLIDAY	3,424.59	112.00
cu	COMP USED	1,409.60	44.00
tlss	TOOL STIPEND	150.00	
o15r	OVERTIME X 1.5 - ROADS DEPT	48.43	1.00
	Totals:	**22,734.74**	**737.50**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,703.67
socsec	SOCIAL SECURITY	1,286.75
401a	401A DEFERRED COMPENSATION	304.34
icm457	ICMA DEFERRED COMP	239.68
fmlatx	WA Paid Family & Medical Leave	130.74
dshs	DSHS CHILD SUPPORT	102.00
udmp	UNION DUES - 1619 MP	34.00
uw	UNITED WAY	4.04
garnfe	GARNISHMENT FEE	0.50
pers2	PERS 2 RETIREMENT	1,413.87
fedtx	FEDERAL WITHHOLDING TAX	1,129.33
medtx	MEDICARE TAX	300.96
udteam	UNION DUES - TEAMSTERS	238.54
wacare	WA Long-Term Care	129.86
l&i	L&I - SELF INSURED	35.89
aflpre	AFLAC PRE TAX	4.49
h457	MASSMUTUAL 457	1.11
	Totals:	**7,059.77**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	10,634.80
socsec	SOCIAL SECURITY	1,302.50
401a	401A DEFERRED COMPENSATION	401.43
fmlatx	WA Paid Family & Medical Leave	49.58
perscu	PERS RETIREMENT CATCH UP	0.02
pers2	PERS 2 RETIREMENT	2,146.63
l&i	L&I - SELF INSURED	426.24
medtx	MEDICARE TAX	304.63
unemp	UNEMPLOYMENT	45.03
	Totals:	**15,310.86**

Gross Earnings by Fund:	**22,734.74**	**737.50**
Total Fund Deductions:	**7,059.77**	
Fund Net:	**15,674.97**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : - Totals -
 # Emps : 68

Earnings Code & Description		Amount	Hours
r	REGULAR	118,964.88	3,700.75
v	VACATION	18,004.93	546.98
o15r	OVERTIME X 1.5 - ROADS DEPT	4,812.02	72.50
well	WELLNESS INCENTIVE	1,930.08	4,362.80
cpr	COMP TIME PAID - PW ROADS	1,255.91	41.75
phns	PHONE STIPEND	640.00	
tlss	TOOL STIPEND	150.00	
h	HOLIDAY	34,211.47	1,068.80
s	SICK	12,169.25	398.02
cu	COMP USED	2,613.61	86.00
fh	FLOATING HOLIDAY	1,443.44	48.00
fl	FUNERAL LEAVE	997.71	24.00
auto	AUTO ALLOWANCE CONTRACTUAL	340.00	
c15r	COMP EARNED X 1.5 ROADS	-237.03	-5.00
	Totals:	**197,296.27**	**10,344.60**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	13,965.61
socsec	SOCIAL SECURITY	11,527.94
icm457	ICMA DEFERRED COMP	4,075.75
medtx	MEDICARE TAX	2,696.07
fmlatx	WA Paid Family & Medical Leave	1,148.42
h457	MASSMUTUAL 457	573.68
pers3	PERS 3 RETIREMENT	353.69
udmp	UNION DUES - 1619 MP	277.92
dshs	DSHS CHILD SUPPORT	102.00
aflpre	AFLAC PRE TAX	77.42
uw	UNITED WAY	65.00
pers2	PERS 2 RETIREMENT	11,903.58
medpre	HEALTH INSURANCE PRE TAX	11,160.60
401a	401A DEFERRED COMPENSATION	3,327.75
udteam	UNION DUES - TEAMSTERS	1,901.50
wacare	WA Long-Term Care	1,038.43
c13gar	CHAPTER 13 GARNISHMENT	538.00
l&i	L&I - SELF INSURED	311.63
genpre	SUN LIFE PRE TAX	113.44
hr125	HEALTH REIMBURSEMENT	85.00
aflaft	AFLAC POST TAX	74.54
garnfe	GARNISHMENT FEE	1.00
	Totals:	**65,318.97**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	88,080.00
socsec	SOCIAL SECURITY	11,527.94
401a	401A DEFERRED COMPENSATION	3,606.97
pers3	PERS 3 RETIREMENT	674.13
fmlatx	WA Paid Family & Medical Leave	430.03
genpre	SUN LIFE PRE TAX	86.00
pers2	PERS 2 RETIREMENT	17,836.64
l&i	L&I - SELF INSURED	4,537.17
medtx	MEDICARE TAX	2,696.07
vebahr	HRA VEBA	475.00
unemp	UNEMPLOYMENT	388.63
perscu	PERS RETIREMENT CATCH UP	-0.08
	Totals:	**130,338.50**

Grand Total Gross Earnings:	**197,296.27**	**10,344.60**
Grand Total Deductions:	**65,318.97**	
Grand Total Net:	**131,977.30**	

Fund Worked : - Totals -
Emps : 68

1C

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of December 11 – 15, 2023

DEC 2 6 2023

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, December 11, 2023. Present were Commissioners Ozias, Johnson and French, and Administrator Mielke.

Items of discussion per the agenda published December 7 were:

- Calendar/Correspondence
- Discussion with Department of Transportation regarding Highway 101 Projects
- Resolution authorizing the Board of Equalization to convene
- Resolution reappointing Charles Meyer, Lourene O'Brien, and Alan Barnard to the Sheriff's Citizens Advisory Committee
- Resolution reappointing Annie O'Rourke, Mattias Jarvegren, and Carla Sebastian to the Permit Advisory Board
- Resolution reappointing Gregory McCarry to the Housing Solutions Committee
- Resolution reappointing Nikki Booth, Thomas Butler, and Kenneth Reandeau to the Planning Commission
- Resolution reappointing Sarah Woodard and Sharon Maggard to the Homelessness Task Force
- Resolution reappointing Bill Hermann, Johanna Bartee, and Joseph Murray to the Opportunity Fund Board
- Resolution reappointing Robert Vreeland, Ann Soule, and Lyn Muench to the Marine Resources Committee
- Resolution appointing and reappointing various members to the Solid Waste Advisory Committee
- Resolution reappointing various members to the Trails Advisory Committee
- Contract amendment 15 with Department of Health for WIC Nutrition, Drinking Water Group A Programs, and On-Site Sewage System Local Management Plan Implementation
- Agreement amendment 1 with Olympic Peninsula Humane Society for animal sheltering services
- Agreement with Department of Commerce for STOP Violence Against Women Formula Grant Program
- Agreement with Department of Commerce for STOP Violence Against Women Formula Grant Program
- Agreement with Glisson & Morris, P.S. for supplemental appellate legal services
- Agreement with Harper Ridgeview Funeral Chapel for Coroner services
- Agreement amendment 7 with Terraphase Engineering dba Robinson Noble to extend the contract to finish the scope of work
- Agreement amendment 1 and 2 Public Works for Hotel/Motel Tax Fund agreement extension
- Agreement with DCG Watershed for Bullman Beach Water System
- Agreement with Department of Ecology for Clallam County Marine Resources County Projects
- Regional Small Farms Program update
- Agreement amendment 2 with Salish Behavioral Health to extend the agreement expiration date

Meeting concluded at 11:53 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Vice Chair Johnson called the meeting to order at 10 a.m., Tuesday, December 12, 2023. Also present were Commissioners Ozias and French and Administrator Mielke.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Added: 1c Letter to the District and Municipal Court Judges' Association Council of Independent Courts

ACTION TAKEN: CRJm to adopt the agenda as modified, CMFs, mc

CONSENT AGENDA

1a Approval of vouchers for the week of December 4
1b Approval of minutes for the week of December 4
1c Letter to the District and Municipal Court Judges' Association Council of Independent Courts

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

REPORTS AND PRESENTATIONS

- CMO Recognized Toni Goralski for over 24 years of service to Clallam County
  - Bruce Emery, Department of Community Development recognized Goralski
  - Goralski thanked the Board, coworkers and community
- CRJ Recognized Ron Cameron for over 38 years of service to Clallam County
  - Sheriff King, Sheriff's Office recognized Cameron
  - Kate Dexter, City of Port Angeles, recognized Cameron
  - Brian Smith, Chief, recognized Cameron
  - Glen Roggenbuck, recognized Cameron

HEARING(S)

H1 An Ordinance amending Clallam County Code, Chapter 5.100 Consolidated Fee Schedule Parks Department Fee Schedule 205-A

- ATM, briefed the Board
- Don Crawford, Parks, Fair and Facilities, provided a staff report
- Anna Plager, Parks Board Member, provided a report
- Board held discussion

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

- CMO noted no one provided testimony
- The following provided testimony:
  - Ed Telenick, Sequim
  - Peter Craig, Sequim

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

REPORTS AND PRESENTATIONS

- CRJ commented on Homelessness
- CMO commented on Washington State Association of Counties update, indigent defense, Salish Behavioral Health Advisory Board, healthcare, housing

CONTRACTS AND AGREEMENTS

2a Agreement with Washington State Parks and Recreation Commission for Boating Safety Grant
ACTION TAKEN: CRJm to approve, CMFs, mc

2b Agreement with Norpoint Protective Services for Courthouse security services
ACTION TAKEN: CRJm to approve, CMFs, mc

2c Agreement amendment E with Anchor QEA, LLC for Dungeness Off-Channel Reservoir Project
ACTION TAKEN: CRJm to approve, CMFs, mc

2d Agreement amendment 2 with Salish Behavioral Health to extend the agreement expiration
ACTION TAKEN: CRJm to approve, CMFs, mc

2e Agreement with Glisson & Morris, P.S. for supplemental appellate legal services
ACTION TAKEN: CRJm to approve, CMFs, mc

ADMINISTRATION

3a Reappointing Katherine Krueger and Alice Ryan to the North Pacific Coast Marine Resources Committee
ACTION TAKEN: CRJm to adopt, CMFs, mc

3b Reappointing Jennifer Pelikan to the North Olympic Library System Board of Trustees
ACTION TAKEN: CRJm to adopt, CMFs, mc

DRAFT

3c Reappointing Karin Ashton to the Clallam Bay / Sekiu Sewer Advisory Committee
ACTION TAKEN: CRJm to adopt, CMFs, mc

3d Reappointing Margaret Owens to the Crescent Community Advisory Council
ACTION TAKEN: CRJm to adopt, CMFs, mc

3e Reappointing Cindy Kelly, ~~Richard Hendricksen~~, and Brandon Janisse to the Boundary Review Board
ACTION TAKEN: CRJm to adopt, CMFs, mc

3f Reappointing Helen Kenoyer to the Board of Health
ACTION TAKEN: CRJm to adopt, CMFs, mc

3g Reappointing Helen Kenoyer to the Behavioral Health Advisory Board
ACTION TAKEN: CRJm to adopt, CMFs, mc

3h Reappointing Jim Haguewood and Gene Unger to the Lake Sutherland Steering Committee
ACTION TAKEN: CRJm to adopt, CMFs, mc

COMMUNITY DEVELOPMENT

4a Approval to extend LDV2018-00035 Pakala LLC 14 lot cluster development
ACTION TAKEN: CRJm to adopt, CMFs, mc

PUBLIC COMMENT

- Karin Cummins, Sequim, commented on Towne Road, noise ordinance
- Ed Bowen, Clallam Bay, commented on North Olympic Library System, Junior Taxing Districts
- Jeff Tozzer, Sequim, commented on Towne Road
- Larry Campbell, Sequim, commented on issues with a personal case (see attached)
- Thomas Ash, Sequim, commented on Towne Road
- Pepai Whipple, Sequim, commented on Towne Road
- Derrick Eberle, Sequim, commented on Towne Road
- Ed Telnick, Sequim, commented on Towne Road
- Bree Eberle, Sequim, commented on Towne Road

Meeting concluded at 12:04 p.m. and continued to an executive session to be held on Tuesday, December 12, 2023 at 1 p.m. regarding real estate.

EXECUTIVE SESSION – 1 p.m.

Pursuant to RCW 42.30.110, an executive session will be held at 1 p.m., Tuesday, December 12, 2023 in the Commissioners Board Room, 223 East 4th Street, Port Angeles, Room 160. No Zoom option will be available.

This executive session is being called to discuss real estate.

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 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 Board convened in open session at 1:02 p.m. to discuss real estate. Present were Commissioners Ozias, French and Johnson, Chief Civil Prosecuting Attorney Boughton, Deputy Director Human Resources/Administrator/Risk Reyes, Administrator Mielke, Chief Financial Officer Lane, Sheriff's Office Bundy, King and Waknitz, Real Estate Capps and Brook Nelson Real Estate Agent.
ACTION TAKEN: CRJm to recess to executive session for 30 minutes, CMFs, mc

The Board recessed into executive session at 1:04 p.m.

The Board convened in open session at 1:35 p.m. and extended for 15 minutes

The Board convened in open session at 1:47 p.m.
ACTION TAKEN: CRJm to approve the Sheriff Department to negotiate and sign real estate documents, CMFs, mc

Meeting concluded at 1:50 p.m. and continued to 9 a.m., Tuesday, December 26, 2023.

The Board of Commissioners attended WSAC Virtual Update, Coffee with Colleen, and KSQM Radio Show during the week of December 4.

PASSED AND ADOPTED this 12th day of December 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

Mike French

ATTEST:

Loni Gores, MMC, Clerk of the Board

KEY TO ABBREVIATIONS:

ATM	Administrator Todd Mielke	m	moved
CMO	Commissioner Mark Ozias	mc	motion carried
CRJ	Commissioner Randy Johnson	s	seconded
CMF	Commissioner Mike French		

DRAFT

FROM LARRY M. CAMPBELL
215 GULLS LANE SEQUIM WA 98382

Larry Campbell Public comment

NEED to KNOW Basis ((EXPIRED STILL GOOD! NOTE 12/12/23 NOTE LARRY M. CAMPBELL'S LICENSES still good in a FRAMING MUTANY CASE TIME CASE))

(NOT BARRED → TO WHOM IT MAY CONCERN!!! I LARRY M. CAMPBELL Civilian CORE OFFICER → not military PROPERTY PERSON but VERY MUCH military, NOT native AMERICAN FOR LEGAL REASONS → ((BARRING ISSUES EXETRA)) → WHY KNIGHTED UNBARRED OFFICER = LARRY M. CAMPBELL → ME!

SIR → LARRY M. CAMPBELL CLASS 3 Dual LICENSE ENGINE Room & BRidge; STCW INTERNational watchKEEPING NO Standards → INTERNational LICENSE, BRITISH National Disabilities Royalty! STILL ENVOLVED IN a FRAMING MUTANY CASE → Coastguard CHALLENGE NAVAL CHALLENGE CODE OF JUSTICE CASE, QUEENS = KINGS CHALLENGE CASE with QUEENS = KINGS BUSINESS ENVOLVED IN QUEENS = KINGS CHALLENGE → CODE OF JUSTICE CHALLENGE INTERNational FILED in JACKSON USEG → Building SEATTLE WA JULY 2015 & IN Canadian waters ON BOARD M.V. COHO FERRY IN Canadian waters ON 05-06-2016 Pat Captain THEN PURSER ON 05-06

DEPORTED → LARRY M. CAMPBELL sailing ON QUEENS BUSINESS made QUEENS = KINGS CHALLENGE CONTINUED 12-2023 → still!!! with Pat THEN COHO PURSER & M.V. COHO ENVOLVED IN CODE OF JUSTICE CHALLENGE INTERNationally TO BE CONTINUED CASE CONTINUED INTO 2023 NOW → 2024 & BEYOND MAKING GREAT HEADWAY still ORDERING CASE FORWARD CLASS 3 STCW NAVAL OFFICER Larry M. Campbell CONTINUED into 2024 & BEYOND 12-08-2023 11:30 P.M. P.D.T.

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AGENDA ITEM SUMMARY

DEC 2 6 2023

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: December 11, 2023**

REGULAR AGENDA ☒ **Meeting Date: December 26, 2023**

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON, Amendment#15

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Attached is Consolidated Contract Amendment #15 between the Department of Health and Clallam County Health and Human Services. As proposed, the amendment will amend the statement of work/adding $10,674 to the following programs:

- WIC Nutrition
- Drinking Water Group A Program
- On-Site Sewage System/Local Management Plan Implementation

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?** ☐ Already in the 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 6, 2023

CLALLAM COUNTY HEALTH & HUMAN SERVICES
2022-2024 CONSOLIDATED CONTRACT

CONTRACT NUMBER: CLH31005 **AMENDMENT NUMBER: 15**

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and CLALLAM COUNTY HEALTH & HUMAN SERVICES, a Local Health Jurisdiction, hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL: https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitepages/home.aspx?=e1:9a94688da2d94d3ea80ac7fbc32e4d7c

   ☐ Adds Statements of Work for the following programs:

   ☒ Amends Statements of Work for the following programs:

   NEP PIC NTA 0153 Enhanced Phase 2 - Effective January 1, 2022
   Office of Drinking Water Group A Program - Effective January 1, 2022
   Office of Immunization COVID-19 Vaccine - Effective January 1, 2022
   OSS LMP Implementation - Effective July 1, 2023
   WIC Nutrition Program - Effective January 1, 2022

   ☐ Deletes Statements of Work for the following programs:

2. Exhibit B-15 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-14 Allocations as follows:

   ☒ Increase of **$10,674** for a revised maximum consideration of **$6,836,374**.

   ☐ Decrease of _____ for a revised maximum consideration of _____.

   ☐ No change in the maximum consideration of _____.
   Exhibit B Allocations are attached only for informational purposes.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

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

APPROVED AS TO FORM ONLY
Assistant Attorney General

Clallam County Health & Human Services

EXHIBIT B-15
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: CLH31005
Date: October 1, 2023

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%
Indirect Rate January 1, 2023 through December 31, 2023: 34.53%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period Start Date	Statement of Work LHJ Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
FFY24 USDA WIC Client Svs Contracts	**NGA Not Received**	**Amd 15**	**10.557**	**333.10.55**	**10/01/23**	**09/30/24**	**10/01/23**	**09/30/24**	**$1,438**	**$62,739**	**$479,152**
FFY24 USDA WIC Client Svs Contracts	NGA Not Received	Amd 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	$3,000		
FFY24 USDA WIC Client Svs Contracts	NGA Not Received	Amd 13, 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	$2,588		
FFY24 USDA WIC Client Svs Contracts	NGA Not Received	Amd 10, 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	$55,713		
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 13	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	$5,175	$232,638	
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 10	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	$167,138		
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	$60,325		
FFY22 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	$183,775	$183,775	
FFY23 USDA WIC Prog Mgmt CSS	7WA700WA7	Amd 10	10.557	333.10.55	01/01/23	09/30/23	10/01/22	09/30/23	$2,800	$2,800	$2,800
FFY23 USDA FMNP Prog Mgmt	7WA810WA7	Amd 14	10.572	333.10.57	06/01/23	09/30/23	10/01/22	09/30/23	$598	$598	$1,170
FFY22 USDA FMNP Prog Mgmt	7WA810WA7	Amd 4	10.572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	$572	$572	
PS SSI 1-5 OSS Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/22	05/31/22	07/01/17	06/30/23	$36,970	$36,970	$36,970
PS SSI 1-5 PIC Task 4	**01J18001**	**Amd 15**	**66.123**	**333.66.12**	**01/01/22**	**11/30/23**	**07/01/17**	**11/30/23**	**($20,000)**	**$247,677**	**$247,677**
PS SSI 1-5 PIC Task 4	01J18001	Amd 9	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	($44,131)		
PS SSI 1-5 PIC Task 4	01J18001	Amd 2, 7	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	$311,808		
FFY23 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 11	66.472	333.66.47	03/01/23	10/31/23	03/01/23	10/31/23	$6,500	$6,500	$13,000
FFY22 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	$6,500	$6,500	
FFY23 PHEP BP5 LHJ Funding	NU90TP922043	Amd 14	93.069	333.93.06	07/01/23	06/30/24	07/01/23	06/30/24	$59,979	$59,979	$174,640
FFY22 PHEP BP4 LHJ Funding	NU90TP922043	Amd 7	93.069	333.93.06	07/01/22	06/30/23	07/01/22	06/30/23	$58,979	$58,979	
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 4	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	$32,090	$55,682	
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	$23,592		
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 10	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	$155,332	$249,749	$393,691
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 9	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	$7,417		
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 7	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	$87,000		
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 4	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	$34,252	$143,942	
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 2	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	$109,690		
COVID19 Vaccines	NH23IP922619	Amd 12	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	($35,254)	$187,476	$187,476
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	$222,730		
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	$359,803	$359,803	$359,803
FFY24 CDC VFC Ops	NH23IP922619	Amd 14	93.268	333.93.26	07/01/23	06/30/24	07/01/23	06/30/24	$560	$6,160	$6,160
FFY24 CDC VFC Ops	NH23IP922619	Amd 13	93.268	333.93.26	07/01/23	06/30/24	07/01/23	06/30/24	$5,600		
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	$9,372	$9,372	$9,372

Clallam County Health & Human Services

EXHIBIT B-15
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: CLH31005
Date: October 1, 2023

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%
Indirect Rate January 1, 2023 through December 31, 2023: 34.53%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period Start Date	Statement of Work LHJ Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	$68,654	$68,654	$68,654
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	$40,704	$122,111	$122,111
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 2, 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	$81,407		
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 4, 9, 11	93.323	333.93.32	01/01/22	12/31/23	01/15/21	07/31/24	($54,305)	$436,445	$436,445
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 2, 9, 11	93.323	333.93.32	01/01/22	12/31/23	01/15/21	07/31/24	$490,750		
FFY23 Vector-borne T2&3 Epi ELC FPH	NGA Not Received	Amd 12	93.323	333.93.32	08/01/23	09/30/23	08/01/23	09/30/23	$1,200	$1,200	$6,000
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 12	93.323	333.93.32	08/01/22	07/31/23	08/01/22	07/31/23	$1,800	$3,300	
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5, 12	93.323	333.93.32	08/01/22	07/31/23	08/01/22	07/31/23	$1,500		
FFY21 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333.93.32	06/01/22	07/31/22	08/01/21	07/31/22	$1,500	$1,500	
FFY24 HRSA MCHBG LHJ Contracts	NGA Not Received	Amd 14	93.994	333.93.99	10/01/23	09/30/24	10/01/23	09/30/24	$66,916	$66,916	$133,832
FFY23 HRSA MCHBG LHJ Contracts	B04MC47453	Amd 7	93.994	333.93.99	10/01/22	09/30/23	10/01/22	09/30/23	$66,916	$66,916	
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	$6,077	$56,264	$56,264
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	$50,187		
State Drug User Health Program		Amd 12	N/A	334.04.91	07/01/23	12/31/23	07/01/23	12/31/23	$7,500	$7,500	$7,500
Rec Shellfish/Biotoxin		Amd 13	N/A	334.04.93	07/01/23	12/31/24	07/01/23	06/30/25	$10,000	$10,000	$23,850
Rec Shellfish/Biotoxin		Amd 11	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	$3,350	$13,850	
Rec Shellfish/Biotoxin		Amd 7	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	$3,000		
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	$7,500		
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	07/01/24	12/31/24	07/01/23	06/30/25	$33,333	$33,333	$102,951
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	07/01/23	06/30/24	07/01/23	06/30/25	$33,333	$33,333	
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	$15,000	$15,000	
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	$2,500	$21,285	
Small Onsite Management (ALEA)		Amd 12	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	($3,715)		
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	$22,500		
Small Onsite Management (GFS)		**Amd 15**	**N/A**	**334.04.93**	**07/01/24**	**12/31/24**	**07/01/23**	**07/01/25**	**($8,334)**	**$0**	**$0**
Small Onsite Management (GFS)		Amd 13	N/A	334.04.93	07/01/24	12/31/24	07/01/23	07/01/25	$8,334		
SFY25 Wastewater Management-GFS		**Amd 15**	**N/A**	**334.04.93**	**07/01/24**	**12/31/24**	**07/01/23**	**07/01/25**	**$31,970**	**$31,970**	**$61,970**
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	$30,000	$30,000	
FPHS-LHJ-Proviso (YR2)		Amd 6	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	$1,243,000	$1,243,000	$1,782,486
FPHS-LHJ-Proviso (YR2)		Amd 7	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	($690,000)	$0	
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	$690,000		
FPHS-LHJ-Proviso (YR1)		Amd 9	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	($150,514)	$539,486	
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	$690,000		

Clallam County Health & Human Services

EXHIBIT B-15
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: **CLH31005**
Date: **October 1, 2023**

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%
Indirect Rate January 1, 2023 through December 31, 2023: 34.53%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period Start Date	Statement of Work LHJ Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
FPHS-Local Health Jurisdiction		Amd 14	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/25	$857,000	$2,100,000	$2,100,000
FPHS-Local Health Jurisdiction		Amd 13	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/25	$1,243,000		
YR 25 SRF - Local Asst (15%) SS		**Amd 15**	**N/A**	**346.26.64**	**01/01/24**	**12/31/24**	**07/01/23**	**06/30/25**	**$2,800**	**$2,800**	**$10,200**
YR 25 SRF - Local Asst (15%) SS		Amd 14	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	$600	$3,600	
YR 25 SRF - Local Asst (15%) SS		Amd 11	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	$3,000		
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 7	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	($1,600)	$3,800	
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	$5,400		
Sanitary Survey Fees SS-State		**Amd 15**	**N/A**	**346.26.65**	**01/01/22**	**12/31/24**	**07/01/21**	**12/31/24**	**$2,800**	**$10,200**	**$10,200**
Sanitary Survey Fees SS-State		Amd 14, **15**	N/A	346.26.65	01/01/22	**12/31/24**	07/01/21	12/31/24	$600		
Sanitary Survey Fees SS-State		Amd 11, **15**	N/A	346.26.65	01/01/22	**12/31/24**	07/01/21	12/31/24	$3,000		
Sanitary Survey Fees SS-State		Amd 7, 11, **15**	N/A	346.26.65	01/01/22	**12/31/24**	07/01/21	12/31/24	($1,600)		
Sanitary Survey Fees SS-State		Amd 1, 11, **15**	N/A	346.26.65	01/01/22	**12/31/24**	07/01/21	12/31/24	$5,400		
YR 25 SRF - Local Asst (15%) TA		Amd 11	N/A	346.26.66	01/01/23	12/31/23	01/01/23	12/31/23	$1,000	$1,000	$2,000
YR24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	$1,000	$1,000	
TOTAL									**$6,836,374**	**$6,836,374**	

Total consideration:	**$6,825,700**		
	$10,674		
GRAND TOTAL	**$6,836,374**	**GRAND TOTAL**	**$6,836,374**
		Total Fed	**$2,735,217**
		Total State	**$4,101,157**

*Catalog of Federal Domestic Assistance
**Federal revenue codes begin with "333". State revenue codes begin with "334".

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: NEP PIC NTA 0153 Enhanced Phase 2 - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 4

Period of Performance: January 1, 2022 through November 30, 2023

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work (SOW) is toprotect and recover (upgrade) harvestable shellfish beds within Dungeness Bay. Tasks include: monitor water quality, and identify and correct sources of pollution (e.g., onsite sewage systems, agriculture, pet waste) in Upper Matriotti Creek and Bell Creek, as well as previous PIC focus areas. This work also supports an OSS cost-share program as a subaward to Clallam Conservation District.

Note: The total funding allocation is the estimated unspent funding from the 2018-2021 contract and may be adjusted if necessary in a future contract amendment.

Revision Purpose: The purpose of this revision is to move funds between tasks and return anticipated unspent funds.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Decrease (–)	Total Allocation
PS SSI 1-5 PIC TASK 4	261K1208	66.123	333.66.12	01/01/22	11/30/23	267,677	-20,000	247,677
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**267,677**	**-20,000**	**247,677**

GOALS & MEASURABLE OBJECTIVES
This simply summarizes key deliverables and measures called out in the tasks below. This table is a component of the FEATS report.

Description (e.g., "shellfish beds reopened")	Units (e.g., "acres")	Targets ("number")
Number of upgraded acres from Conditionally Approved to Approved in Dungeness Bay	Acres	90
Number of landowners in PIC target area educated about purpose of PIC projects to improve water quality	Landowners	100
Number of priority pollution sources identified in PIC focus area(s)	On-site septic systems (OSS), agriculture, pet waste	5
Number of OSS failures identified	OSS failures	10
Number of OSS failures corrected	OSS corrected	10
Number of OSS cost share projects completed	OSS Corrected	5

Number of hotspots identified	Hotspots found	5
Number of hotpots corrected	Hotspots fixed	5
Number of enforcement actions	Enforcement	5

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 1. PROJECT DEVELOPMENT This task must be completed before initiating any other work under this subaward. Work completed prior to the completion of Task 0 will be ineligible for reimbursement under this subaward.				
1.0	**PROJECT SPATIAL DATA COORDINATES** Provide relevant spatial data for the project in the following format: (latitude, longitude). Please use a representative sample site in the project area as applicable or the coordinates of a subrecipient's office may also be used when a specific project site is not available. **PROJECT LOCATION:** **18a. Latitude** | **18b. Longitude**	Project Spatial Data and Climate Assessment	By first Quarterly Report	Reimbursement up to **$1,936** based on actual costs.
1.2	**QUALITY ASSURANCE PROJECT PLAN (QAPP) DEVELOPMENT** **Work related to collecting or using environmental data may not begin until a Quality Assurance Project Plan (QAPP) is completed and approved.** DOH and Ecology's NEP Quality Coordinator (NEP QC) will determine if a QAPP is required for this project. DOH will notify subrecipient in writing if a QAPP is required or is not required. If a QAPP is required, subrecipients will work with DOH and NEP QC to develop and submit a QAPP for approval. The QAPP development and approval process is a multi-step process. See EPA Federal Terms and Conditions, Programmatic Condition **M. Quality Assurance Requirements (2 CFR 1500.11)** in this agreement for directions. For more information, review the Washington State Department of Ecology's NEP Quality Assurance web page: https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees.	QAPP (if required) a. QAPP addendum submitted for review and approval b. QAPP approved with fully executed signature page	a. 30 days after contract start date. b. Before collecting or analyzing environmental data.	
1.3	**EVALUATION PLAN AND REPORTING FORM (DOH TEMPLATE):** Before beginning work, subrecipient will complete the Evaluation Plan (a short one-page planning document) describing the program's plans for evaluation, including data collection methods. Then, following project completion, they will complete the Evaluation Reporting Form (a short one-page document used to discuss the outcome results and what the results say about the impact and success of the program activities).	a. Evaluation Plan b. Evaluation Reporting (this deliverable is being fulfilled in Task 3b)	a. Draft due within 60 days of agreement start date. b. See Task 3	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 2. PROJECT MANAGEMENT AND REPORTING This task describes the data collection and reporting requirements associated with this subaward. Maintenance of project records, submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting and inter-local agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project and submittal of required performance items. Carry out project in accordance with any completion dates outlined in the agreement. Refer to and comply with all underlying federal terms and conditions.				
2.1	**PROJECT FACTSHEET** Create a project factsheet (using provided template) and submit in MS Word and PDF with first quarterly report. An updated factsheet is due at the end of the contract.	Project Fact Sheet	Due with first Quarterly Report	Reimbursement up to **$15,660** based on actual costs.
2.2	**MONTHLY INVOICING AND PROGRESS SUMMARY** The subrecipient will submit invoices with all applicable forms included following the DOH ConCon billing process. Invoices must be submitted monthly after work is completed. Invoices will be reviewed for consistency with progress. The subrecipient will email monthly invoices to NEPInvoices@doh.wa.gov and deliverables to the DOH Contract Manager. The reporting periods are synced to inform the grant program's EPA reporting schedule; therefore, it is critical that the subrecipient submit according to the following schedule. Progress reports shall include, at a minimum: • A description of the work completed in the last month, including total spending by the subrecipient any partners and any completed deliverables. • The status and completion date for the project activities and near-term deliverables. • Description of any problem or circumstances affecting the completion date, scope of work, or costs. • Evidence that you have satisfactorily completed all the reporting requirements (see below).	Invoices and Project Summaries	Monthly (FEATS will serve as quarterly project summary for Quarter 1 and Quarter 3, annually. See FEATS schedule in Task 2.3)	
2.3	**FEATS (TEMPLATE WILL BE PROVIDED)** Complete bi-annual *Financial and Ecosystem Accounting Tracking System* (FEATS) progress reports, as well as a final FEATS report. The final FEATS report, reflecting the final project billing, will be provided during project closeout, after the end of the grant, and will describe the entire project, highlighting project outcomes and discussing lessons learned. See also EPA Terms and Conditions, Programmatic Conditions *A. Semi-Annual Performance Reports and B. Final Report* in this agreement.	Semi-annual FEATS reports	April 1 and October 1, annually and upon contract completion.	
2.4	**PUGET SOUND PARTNERSHIP REQUIRED NTA REPORTING** NTA owners are required to report to the Puget Sound Partnership (PSP) on the implementation status of their actions on a semiannual basis and the financial status of their actions on an annual basis. Consult with PSP for specific deadlines.	a. Implementation Status	a. Annual, spring and fall and upon contract end.	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		b. Financial Status	b. Annual, summer and upon contract end.	
2.5	**WATER QUALITY EXCHANGE (WQX) DATA REPORTING** WQX refers to an electronic database for water quality monitoring data developed by EPA. If subrecipients collect any physical, chemical or environmental data (e.g. dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or Enterococci, and other biological and habitat data) WQX reporting will be required. Data can be submitted quarterly or annually for an entire calendar year (Jan. 1 – Dec. 31). To assist in tracking in WQX, name your project as follows: *NEP_2019_(insert organization name)*; the unique project ID needs to be 35 characters or less. Include the WQX ID in the quarterly progress reports. **Error! Hyperlink reference not valid.** is an entry verification sample for reference.	Proof of WQX data entry	Quarterly per Task 2.2-2.3 schedule Final WQX entry completed upon contract completion	
2.6	**WOMEN/MINORITY-OWNED BUSINESS (MBE/WBE) REPORTS** Subrecipients are required to submit MBE/WBE utilization reports annually. Reports will be in the following format and will include all qualifying purchases. Reporting periods are from October 1 to September 30 annually. Reports are due to DOH 15 calendar days after the end of each reporting period.	MBE/WBE Reporting (See EPA Terms and Conditions: Administrative Condition B in this document for reporting form)	October 15, annually and upon contract completion	
2.7	**BROADER COMMUNICATIONS (PRESENT AT REGIONAL CONFERENCE AND SUBMIT PROJECT PHOTOS)** Participate in and present project outcomes at a regional event relevant to the project topic (conference, forum, stakeholder workshop, etc.). Work with DOH to determine targeted audience and ensure purpose of communication is clear. Submit draft materials to DOH for review prior to event. In addition, submit high-quality project photos or video clips of the project (process, progress, etc.). Ensure anyone in the photo or video has signed a release in case photos or videos are used for future publications. NOTE: INTERNATIONAL TRAVEL REQUIRES PRE-APPROVAL.	a. Present at regional conference, for example PIC or WSEHA **Submit draft presentation materials to DOH for review** b. Submit photos	a. Minimum two-week review b. By contract end date	
2.8	**FINAL PROJECT REPORT (DOH TEMPLATE)** A brief final report (approximately 1-2 pages) will be written by the project owners that describes the methods, results, lessons learned and recommendations for future work. The final report will evaluate the success of achieving the performance measures identified in the detailed project plan. Included with the final project report will be an updated Project Factsheet (see 2.1).	a. Draft Final Report Final Report	a. Draft due 30 days prior to contract end date; Final due upon contract completion	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		b. Updated Fact Sheet (see Task 2.1)	b. Contract end date	
TASK 3. POLLUTION IDENTIFICATION AND CORRECTION (PIC) Failing onsite septic systems (OSS) will be identified and repaired; working OSS will be monitored and maintained by providing education, technical and financial assistance, and enforcing routine inspection requirements. Agricultural (AG) problems contributing to fecal pollution will be identified and remediated. Best management practices (BMPs) and education for animal and pet waste will be implemented. Protocols for investigative actions within the PIC area including definition of a hotspot, dye testing, site inspections, and OSS enforcement can be found in the 2014 document "Pollution Identification and Correction for the Sequim Bay-Dungeness Watershed Clean Water District".				
3.1	**PIC PROGRAM COORDINATION** PIC advisory group meetings with project partners will be held quarterly or as needed to advance collaborative work in the PIC project area. Partners will report on their work according to a format developed by the group. The advisory group will select the next PIC focus area (Phase 2). Group will provide oversight, guidance and structure for consistent procedures for the PIC program. PIC sub-meetings specific to PIC outside of Clean Water Work Group (CWWG) as needed throughout project. Coordinate with landowners within the project area. Hold one (1) to two (2) open house public meetings in the Project Area to inform landowners of project Determine segmented sampling locations in PIC Project Area. Review history of landowner cooperation and access points in conjunction with locations of OSS and AG to determine best sampling locations.	Describe progress in quarterly and FEATS reports. a. Documentation of PIC focus area (Phase 2) selected by PIC Partners and CWWG b. Meeting frequency – CWWG Quarterly Meetings (submit notes and attendance) for all CWWG meetings conducted under this contract c. Meeting notes and attendance for any meetings conducted under this contract d. Open House meeting agenda, attendance, and handouts provided for all Open House's conducted under this contract. e. Submit map with segmented sampling sites	Per Task 2 reporting schedule a. Project area map December 1, 2020 b. Quarterly per Task 2.2-2.3 schedule as applicable c. Quarterly per Task 2.2-2.3 schedule as applicable d. Quarterly per Task 2.2-2.3 schedule as applicable e. Segmented sampling sites map December 1, 2020	Reimbursement up to **$71,602** based on actual costs.

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3.2	**POLLUTION IDENTIFICATION AND CORRECTION** This includes conducting sanitary surveys and sampling shoreline tributaries to identify sources of fecal coliform bacteria and/or E. coli bacteria. Once a source is identified, the SUBRECIPIENT will work to eliminate or mitigate the source. All pollution identification data paid for by the grant will be shared with state or federal agencies upon request. Within the PIC project area Clallam County will conduct pollution source follow-up, technical assistance, and enforcement with regulatory backstopping by Clallam County Department of Community Development, USDA, and WDFW as needed, depending on facility type.	a. Investigation Flowchart* (submit updated charts as needed and with new funds) b. Collect approximately 425 water samples c. Report the number of sites requiring resampling d. Conduct approximately 5 sanitary surveys e. Report number of failing septic systems identified f. Report number of failing septic systems corrected	a. With Draft QAPP or before sampling begins b. 10% by December 31, 2020 30% by February 28, 2022 60% by April 30, 2022 c. Quarterly per Task 2.2-2.3 schedule as applicable d. By contract end date e-f. FEATS (Task 2) in the format: • number, • type, • location, and • status of pollution sources identified	
3.3	**OUTREACH AND EDUCATION** The Subrecipient will develop a long-term education and outreach plan and implementation methodology in the Dungeness Watershed/Focus Area. This plan may incorporate Evaluation Plan and Report Form from Task 1.3. The Subrecipient will develop educational and marketing tools based on the Plan. The Subrecipient will conduct presentations to local groups and organizations, and attend fairs or events. The Subrecipient will then develop an evaluation report that assesses the success of the education and outreach effort (may incorporate Report from Task 1.3). **Submit draft materials to DOH for minimum two-week review prior to distributing.**	a. Plan and implementation methodology b. Develop educational and marketing tools. These include brochures, postcards, direct mailings, and social media campaigns.	a. June 30, 2021 b. ~~June 30, 2021~~ *November 30, 2023* c. Per Task 2 schedule	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Recognition of EPA Funding Per EPA Programmatic Term and Condition #5 in this award, reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement: **"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."**	c. Report on presentations to local groups and organizations, and attend fairs or events d. Evaluation report (include additional or amended education and marketing tools).	d. ~~September 30, 2023~~ *November 30, 2023*	
3.4	**STRATEGIC PLANNING/SUSTAINABLE FUNDING EFFORTS (specific efforts and related costs may vary)** Efforts will be made to investigate sources of sustainable funding for the Clallam County's PIC program to reduce bacterial contamination in the shellfish growing areas of Clallam County. Clallam County will develop a brief plan outline and projected yearly budget, which addresses the key elements in the Pollution Identification and Correction (PIC) Program Guidance developed by Kitsap Public Health District in partnership with the Departments of Health and Ecology, dated February 2016. The documents created are meant to begin the initial process of Clallam County's goal of establishing sustainable PIC funding.	a. Develop a 1–2-page (minimum) outline following Kitsap County's PIC program guidance document b. Projected yearly PIC budget	a. ~~September 30, 2023~~ *November 30, 2023* b. ~~September 30, 2023~~ *November 30, 2023*	
3.5	**PIC TRAINING AND WORKSHOPS** Attend relevant PIC trainings/workshops. Trainings must be pre-approved by DOH. Examples: Annual SPARKS conference, WSHEA, Salish Sea Conference.	Attend PIC relevant trainings/workshops.	~~September 30, 2023~~ *November 30, 2023*	

TASK 4. CLALLAM CONSERVATION DISTRICT ONSITE SEPTIC COST-SHARE PROGRAM IMPLEMENTATION
Clallam Conservation District (CCD) will manage funds and cost-share projects for onsite septic system (OSS) repairs. Clallam County Environmental Health will be responsible for oversight of the funds for the project and all sub-subrecipients as outlined in the *Guidelines*.
DOH will periodically assess progress of expenditures and may withdraw funds if they are not being spent in a timely manner.

The CCD OSS Cost-Share program will provide the following services:

- Conduct outreach to landowners and stakeholders regarding OSS cost-share program
- Assist applicants with application process
- Review and approve/disapprove applications
- Complete cost-share process through installation and County approval.
- Conduct administrative tasks for grant reporting, coordination, and cost share reimbursement.
- Maintain project records and submit grant reporting information.
- Collect and report necessary information for payment vouchers.
- Provide administrative assistance to participants to meet reporting requirements for cost share reimbursement.

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
• Submit progress reports and cost share reimbursements with the number, type, cost and location, as well as before and after photos of each OSS project completed and in progress and the total amount spent for each reporting period and a running total. • **SECTION 106** Before any ground disturbing work has started the Subrecipient will work with DOH to conduct cultural resource review for funded repairs in a timely manner. The Subrecipient will submit an EZ1 Form and will maintain an up-to-date Inadvertent Discovery Plan (IDP). (The IDP is also submitted as a deliverable.) The Subrecipient shall comply with the additional requirements under Section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800). Subrecipient shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. Activities associated with archaeological and historic resources are an eligible reimbursable cost subject to approval by DOH. Subrecipient shall: a) Contact DOH NEP Program to discuss any Cultural Resources requirements for the project: • For capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources. • For projects with any federal involvement, if required, comply with the National Historic Preservation Act. • Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site. b) Submit an Inadvertent Discovery Plan (IDP) to DOH prior to implementing any project that involves ground disturbing activities. DOH will provide the IDP form. DOH shall: • Keep the IDP at the project site. • Make the IDP readily available to anyone working at the project site. • Discuss the IDP with staff and contractors working at the project site. • Implement the IDP when cultural resources or human remains are found at the project site. c) If any archeological or historic resources are found while conducting work under this Agreement: • Immediately stop work and notify the DOH NEP Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government. d) If any human remains are found while conducting work under this Agreement: • Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the DOH NEP Program. e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.			
4.1	**OSS Cost-Share Program:** a. Upon receiving a referral from Clallam County Environmental Health, Clallam Conservation District (CCD) will vet and assist applicants and submit a list of proposed OSS Cost-Share projects for DOH review. DOH will review the projects and locations for eligibility. b. CCD will administer funds for up to 75% of the system repair or replacement and 100% of the design costs of approved cost-share OSS system replacements. c. Report on **the number, type and location** of OSS systems installed and/or in progress and the total spent for each reporting period and the total to date spent. Submit before and after photos of each installation. The final report will provide a summary of completed OSS Cost-Share projects.	a. Submit CCEH referral and proposed OSS Cost-Share project to DOH prior to CCD Board approval. b. Documentation, including photos, for ~~10~~ *5* cost-share projects c. Describe progress in quarterly and FEATS reports.	a. Ongoing b. November 30, 2023 c. Per Task 1 schedule	Reimbursement up to **$149,193** based on actual costs.

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 5. INDIRECT COSTS Indirect costs calculated at 33.81% of salaries.				
5.1	Indirect costs calculated at 33.81% of salaries.	Invoiced on a continuing basis.	Ongoing	Reimbursement up to **$9,286** based on actual costs.

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

BUDGET	
Category	**Amount**
Personnel/Salaries	~~$32,868~~ *$45,850*
Fringe Benefits	~~$11,935~~ *$21,218*
Travel	$0
Equipment (federal definition – anything over $5,000)	$0
Supplies	$200
Contracts Lincoln Street Shipping: shipping nutrient samples at ~~$420~~ *$550* UW Marine Lab: nutrient analysis at $4,550	~~$4,970~~ *$5,100*
Other • CCEH Water Lab: $11,700 for 390 samples • Clallam Conservation District subaward for OSS Cost-Share program: ~~$189,193~~ *$149,193* • Room Rental (Sequim Prairie Grange, Spring-Summer 2023 or other approved travel): ~~$125~~ *$175*	~~$208,418~~ *$166,023*

• Training $500 • Education and Outreach ~~$6,900~~ *$4,455*	
Total Direct Charges	~~$258,391~~ *$238,391*
Indirect Charges (federally approved rate 28.94%	~~$9,295~~ *$9,286*
TOTAL – Not to Exceed	~~$267,677~~ *$247,677*

Special Requirements:
Federal Funding Accountability and Transparency Act (FFATA)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Manual, Handbook, Policy References:
Clallam County On-Site Septic System Management Plan, June 12, 2007
Pollution Identification and Correction for the Sequim Bay-Dungeness Watershed Clean Water District, December 2014

Staffing Requirements:
This project will utilize existing staff including the Environmental Health Water Quality Specialist, onsite grant Environmental Health Specialist, Database Administrator, and Health and Human Services Accounting Office working on the PIC Program.

Special References:
WAC 246-272A, RCW 70.118A, Puget Sound Action Agenda, Interim PIC Program Protocols

Federal funds from the Environmental Protection Agency (EPA) National Estuary Program (NEP) Account must be used to implement elements and activities of the local on-site sewage management plans that do not conflict with and are consistent with the goals, strategies, objectives, and actions of the Puget Sound Action Agenda.

Monitoring Visits:
The DOH program contact may conduct at least one monitoring visit during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subawardee. The DOH Fiscal Monitoring Unit may at least one fiscal monitoring visit during the life of this project.

Special Instructions:
Progress reports are due to DOH via email to jill.stewart@doh.wa.gov on April 1st, and October1st of every year, and upon project completion. Minority and Women-Owned business Reporting is due to megan.schell@doh.wa.gov on the following dates: October 15 annually, and upon project completion.

All environmental data must be entered by the LHJ into EPA's Water Quality Exchange data system (WQX) at https://www.epa.gov/waterdata/water-quality-data-wqx. The semi-annual report format and data reporting requirements will be provided by DOH and may be modified throughout the contract period via email announcement.

Program Specific Requirements/Narrative
The following provisions are the pass-thru requirements of all U.S. EPA - DOH subawards funded under cooperative agreement PC01J18001.

Administrative Conditions

1. **General Terms and Conditions**
   The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this statement of work and any previously awarded funds not yet disbursed by the subrecipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the subrecipient prior to the award date of this amendment.

   The subrecipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/sites/production/files/2019-09/documents/fy_2020_epa_general_terms_and_conditions_effective_october_1_2019.pdf

   These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

   The EPA repository for the general terms and conditions by year can be found at http://www.epa.gov/grants/grant-terms-and-conditions.

2. **Extension of Project/Budget Period Expiration Date**
   EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the subrecipient must submit a written request to the DOH Contract Manager prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the subrecipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

3. **Disadvantaged Business Enterprise (DBEs)**

   UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

   GENERAL COMPLIANCE, 40 CFR, Part 33
   The subrecipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

   EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B
   A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

   SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C
   Pursuant to 40 CFR, Section 33.301, the subrecipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that subrecipients, loan recipients, and prime contractors also comply.

   Records documenting compliance with the six good faith efforts shall be retained:

   (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

   (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

   (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302
The subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)
Subrecipients of a Continuing Environmental Program Grant or other annual reporting grant agree to create and maintain a bidders list. Subrecipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D
A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, subrecipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E
When required, the subrecipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at

https://www.epa.gov/grants/epa-grantee-forms.

Annual reports are due by October 1st of each year. Final reports are due by October 15th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

4. **Contingent Funding**
EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan.

5. **Indirect Costs for States and Tribal (also listed in General Terms and Conditions)**
The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award.

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", if the subrecipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

For State Agencies
The subrecipient must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state subrecipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

Regular Mail
Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3802R Washington, DC 20460

Mail Courier (e.g. FedEx, UPS, etc.)
Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management
US Environmental Protection Agency
1300 Pennsylvania Avenue, NW, 6th floor Bid and Proposal Room Number 61107 Washington, DC 20004

For Indian Tribe
If the subrecipient does not have a previously established indirect cost rate, the subrecipient must submit their indirect cost rate proposals to:

National Business Center Indirect Cost Services
U.S. Department of the Interior 2180 Harvard Street, Suite 430 Sacramento, CA 95815-3317

The subrecipient agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

6. **Consultant Cap (also listed in General Terms and Conditions)**
EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by subrecipients or by a subrecipient's contractors or subcontractors is limited to the maximum daily rate for a Level IV of the Executive Schedule, available at:

https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/

This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the subrecipient will pay these in accordance with their normal travel reimbursement practices). The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

Programmatic Conditions
Program Programmatic Terms and Conditions: 3/2020

1. **Semi-Annual Performance Reports**
The subrecipient shall submit performance reports for EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS) every six (6) months during the life of the project. Reports are due the first calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the DOH Contract Manager electronically on the FEATS form provided by the Contract Manager.

In accordance with 2 CFR 200.328, as appropriate, the subrecipient agrees to submit performance reports that include brief information on each of the following areas:

(a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;

(b) The reasons why established goals were not met, if appropriate;

(c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the subrecipient shall immediately notify the DOH Contract Manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the DOH Contract Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

2. **Final Performance Report**
The subrecipient shall submit a final performance report through FEATS, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the DOH Contract Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports but should cover the entire project period. After completion of the project, the DOH Contract Manager may waive the requirement for a final performance report if the DOH Contract Manager deems such a report is inappropriate or unnecessary.

3. **Program Income - Addition**
If program income is generated, the subrecipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the subrecipient and shall be added to funds committed to the project by DOH and the subrecipient, and shall be used to further eligible project objectives.

4. **Recognition of EPA Funding**
Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

5. **Peer Review**
The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

6. **Competency of Organizations Generating and/or Using Environmental Measurement Data**
In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, subrecipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at https://www.epa.gov/sites/default/files/2017-05/documents/policy_to_assure_the_competency_of_organizations.pdf.

Federal Assistance Agreement Funds Exceed or Expect to Exceed $200,000

Subrecipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Subrecipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

R10 Quality Assurance Team Contact: Donald M. Brown at (206) 553-0717 or email: brown.donaldM@epa.gov.

7. **WQX Requirement (Updated STORET Condition – Water Quality Exchange Replaces STORET) – 3/2020**
Subrecipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan (QAPP) as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Water Quality Portal (WQP) using either WQX or WQX web.

Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the Water Quality Portal structure. WQX web is a web-based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at:

https://www.epa.gov/waterdata/water-quality-data-wqx.

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in the Water Quality Portal or some other database). Subrecipients are encouraged to develop a cross walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

8. **Riparian Buffers**
Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date – April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues.

The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

9. **International Travel (Including Canada) – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**
All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your DOH Contract Manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your DOH Contract Manager listed on the approval page of the Award Document.

10. **Geospatial Data Standards**
All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

11. **Lobbying and Litigation — PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**

All Subrecipients.

i. The chief executive officer of this subrecipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

ii. The subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The subrecipient shall include the language of this provision in award documents for all subawards exceeding $100,000 and require that subrecipients submit certification and disclosure forms accordingly.

iii. In accordance with the Byrd Anti-Lobbying Amendment, any subrecipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

iv. Contracts awarded by a subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

v. Pursuant to Section 18 of the Lobbying Disclosure Act, the subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

12. **Quality Assurance Requirements (2 CFR 1500.11)**
Acceptable Quality Assurance documentation (QAPP) must be submitted to the DOH Contract Manager and NEP Quality Coordinator (NEP QC) within 30 days of the acceptance of this agreement or another date as negotiated with the DOH Contract Manager. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the DOH Contract Manager, in concert with the NEP Quality Coordinator, has approved the quality assurance document. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial.

Instructions to Submit Quality Assurance Documents for Review

DOH and the NEP QC will determine if a QAPP is required for this project. If a QAPP is required, subrecipients will work with DOH and NEP QC to develop and submit a QAPP for approval. The QAPP development and approval process is a multi-step process. More information about QAPPs can be found at https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees.

13. **ULO Stretch Goal:**
Subrecipients should manage their programs and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are "unspent" federal funds, not yet drawn down through disbursements to subaward subrecipients.
Assistance agreement subrecipients are to apply these "stretch" goals throughout the life of the assistance agreement and to confer with your DOH Contract Manager whenever instances arise that make attainment of these stretch goals unlikely.
Stretch Goal: All funds should be spent by 2 ½ years of award start date.
Funds Awarded in FY2020 All Should Be Drawn down September 30, 2022.

14. **Animal Subjects — PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**
Subrecipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Subrecipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at:

http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm. For additional information about the Principles, the subrecipient should consult the Guide for Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: http://www.nap.edu/readingroom/books/labrats/.

15. **Copyrighted Material and Data – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**
In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the subrecipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- The selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

16. **Light Refreshments and/or Meals PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**
APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):
Unless the event(s) and all of its components are described in the approved contract and budget, the subrecipient agrees to obtain prior approval from DOH for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The subrecipient must send requests for approval to the DOH Contract Manager and include:

(1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
(2) A description of the purpose, agenda, location, length and timing for the event; and,
(3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for subrecipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Subrecipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the subrecipient's DOH Contract Manager; however, the EPA Agency Award Official or EPA Grant Management Officer will make final determinations on allowability. Agency policy

prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the subrecipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT SUBRECIPIENTS EXCLUDING STATE UNIVERSITIES:
If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

17. **State Grant Cybersecurity - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**
The subrecipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(1) EPA must ensure that any connections between the subrecipient's network or information system and EPA networks used by the subrecipient to transfer data under this agreement, are secure.
For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The subrecipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The subrecipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the subrecipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the subrecipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Drinking Water Group A Program - Effective January 1, 2022.

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 5

Period of Performance: January 1, 2022 through December 31, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Contractor ☒ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☐ Reimbursement ☒ Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems

Revision Purpose: The purpose of this revision is to extend the period of performance from December 31, 2023 to December 31, 2024, provide additional Sanitary Survey funding and extend Sanitary Survey State funding from 12/31/23 to 12/31/24. In addition, this revision updates the Master Index Title removing (FO-SW) from YR 25 SRF and Sanitary Survey Fees-State lines and updates the Master Index codes from 24232522 to 24112522 and 24239225 to 24119225.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
SANITARY SURVEY FEES SS-STATE	24112522	N/A	346.26.65	01/01/22	12/31/24	7,400	2,800	10,200
YR 24 SRF - LOCAL ASST (15%) (FO-SW) SS	24239224	N/A	346.26.64	01/01/22	12/31/22	3,800	0	3,800
YR 24 SRF - LOCAL ASST (15%) (FO-SW) TA	24239224	N/A	346.26.66	01/01/22	12/31/22	1,000	0	1,000
YR 25 SRF - LOCAL ASST (15%) SS	24119225	N/A	346.26.64	01/01/23	12/31/23	3,600	0	3,600
YR 25 SRF - LOCAL ASST (15%) TA	24119225	N/A	346.26.66	01/01/23	12/31/23	1,000	0	1,000
YR 25 SRF - LOCAL ASST (15%) SS	24119225	N/A	346.26.64	01/01/24	12/31/24	0	2,800	2,800
						0	0	0
TOTALS						**16,800**	**5,600**	**22,400**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by the DOH Office of Drinking Water (ODW) Regional Office. See Special Instructions for task activity. The purpose of this statement of work is to provide funding to the LHJ for	Provide Final* Sanitary Survey Reports to ODW Regional Office. Complete Sanitary Survey Reports shall include: 1. Cover letter identifying significant deficiencies, significant findings, observations, recommendations, and referrals for further ODW follow-up.	Final Sanitary Survey Reports must be received by the ODW Regional Office within **30 calendar days** of conducting the sanitary survey.	Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid **$400** for each sanitary survey of a non-community system with three or fewer connections. Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid **$800** for each sanitary survey of a non-community system with four or more connections and each community system.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems.	2. Completed Small Water System checklist. 3. Updated Water Facilities Inventory (WFI). 4. Photos of water system with text identifying features 5. Any other supporting documents. *Final Reports reviewed and accepted by the ODW Regional Office.		Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
2	Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.	Completed SPI Reports must be received by the ODW Regional Office within **2 working days** of the service request.	Upon acceptance of the completed SPI Report, the LHJ shall be paid **$800** for each SPI. Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed SPI Report within the 2-working day deadline. Late or incomplete reports may not be accepted for payment.
3	Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed TA Report and any supporting documents and photos to ODW Regional Office.	Completed TA Report must be received by the ODW Regional Office within **30 calendar days** of providing technical assistance.	Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows: • Up to 3 hours of work: **$250** • 3-6 hours of work: **$500** • More than 6 hours of work: **$750** Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
4	LHJ staff performing the activities under tasks 1, 2 and 3 attend periodic required survey training as directed by DOH.	For training attended in person, prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to	Annually	For training attended in person, LHJ shall be paid mileage, per diem, lodging, and registration costs as approved on the pre-authorization form in accordance with the

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	See Special Instructions for task activity.	the ODW Program Contact for approval (to ensure enough funds are available).		current rates listed on the OFM Website http://www.ofm.wa.gov/resources/travel.asp

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Data Sharing
The Office of Drinking Water will share water system information and files with the local health jurisdiction to support the work identified in this statement of work. To request water system data please contact the regional office with the name of the water system, water system ID#, specific information being requested and any timeline requirements. If allowable, please give administrative staff 3 to 5 business days to provide records.

Program Manual, Handbook, Policy References: Field Guide (DOH Publication 331-486).

Special References:
Chapter 246-290 WAC is the set of rules that regulate Group A water systems. By this statement of work, ODW contracts with the LHJ to conduct sanitary surveys (and SPIs and provide technical assistance) for small community and non-community water systems with groundwater sources. ODW retains responsibility for conducting sanitary surveys (and SPIs and provide technical assistance) for small community and non-community water systems with surface water sources, large water systems, and systems with complex treatment.

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. See special instructions under Task 4, below.

Special Billing Requirements
The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of ~~***$14,800***~~***$20,400*** for **Task 1,** and **$2,000** for **Task 2, Task 3 and Task 4** combined during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above. When invoicing for sanitary surveys, bill half to BARS Revenue Code 346.26.64 and half to BARS Revenue Code 346.26.65.

When invoicing for **Task 1**, submit the list of WS Name, ID #, Amount Billed, Survey Date and Letter Date for which you are requesting payment.
When invoicing for **Task 2-3**, submit the list of WS Name, ID #, TA Date and description of TA work performed, and Amount Billed.
When invoicing for **Task 4**, submit receipts and the signed pre-authorization form for non-employee travel to the ODW Program Contact below and a signed A19-1A Invoice Voucher to DOH Grants Management, billing to BARS Revenue Code 346.26.66 under Technical Assistance (TA).

Special Instructions

Task 1

Trained LHJ staff will evaluate the water system for physical and operational deficiencies and prepare a Final Sanitary Survey Report which has been accepted by ODW. Detailed guidance is provided in the *Field Guide for Sanitary Surveys, Special Purpose Investigations and Technical Assistance* (Field Guide). The sanitary survey will include an evaluation of the following eight elements: source; treatment; distribution system; finished water storage; pumps, pump facilities and controls; monitoring, reporting and data verification; system management and operation; and certified operator compliance. If a system is more complex than anticipated or other significant issues arise, the LHJ may request ODW assistance.

- No more than **1** surveys of non-community systems with three or fewer connections be completed between January 1, 2022 and December 31, 2022.
- No more than **9** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2022 and December 31, 2022.
- No more than **2** surveys of non-community systems with three or fewer connections be completed between January 1, 2023 and December 31. 2023.
- No more than **8** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2023 and December 31. 2023.
- ***No more than 0 surveys of non-community systems with three or fewer connections be completed between January 1, 2024 and December 31, 2024.***
- ***No more than 7 surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2024 and December 31, 2024.***

The process for assignment of surveys to the LHJ, notification of the water system, and ODW follow-up with unresponsive water systems; and other roles and responsibilities of the LHJ are described in the Field Guide.

Task 2

Trained LHJ staff will perform Special Purpose Investigations (SPIs) as assigned by ODW. SPIs are inspections to determine the cause of positive coliform samples or the cause of other emergency conditions. SPIs may also include sanitary surveys of newly discovered Group A water systems. Additional detail about conducting SPIs is described in the Field Guide. The ODW Regional Office must authorize in advance any SPI conducted by LHJ staff.

Task 3

Trained LHJ staff will conduct Technical Assistance as assigned by ODW. Technical Assistance includes assisting water system personnel in completing work or verifying work has been addressed as required, requested, or advised by the ODW to meet applicable drinking water regulations. Examples of technical assistance activities are described in the Field Guide. The ODW Regional Office must authorize in advance any technical assistance provided by the LHJ to a water system.

Task 4

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work.

If required trainings, workshops or meetings are not available, not scheduled, or if the LHJ staff person is unable to attend these activities prior to conducting assigned tasks, the LHJ staff person may, with ODW approval, substitute other training activities to be determined by ODW. Such substitute activities may include one-on-one training with ODW staff, co-surveys with ODW staff, or other activities as arranged and pre-approved by ODW. LHJ staff may not perform the activities under tasks 1, 2, and 3 without completing the training that has been arranged and approved by ODW.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Immunization COVID-19 Vaccine - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 7

Period of Performance: January 1, 2022 through June 30, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide funding to conduct COVID-19 vaccine activities.

Revision Purpose: The purpose of this revision is to remove tasks.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change None	Total Allocation
COVID19 Vaccines R4	74310230	93.268	333.93.26	01/01/22	06/30/24	359,803	0	359,803
COVID 19 CDC Vaccines	74310229	93.268	333.93.26	01/01/22	06/30/24	187,476	0	187,476
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**547,279**	**0**	**547,279**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
The purpose of this statement of work is to identify activities and provide funding to support COVID vaccine response outreach, education, and operations. The activities may include other vaccines recommended for the audience population, as long as COVID vaccine is the primary focus and references to other vaccines are secondary.				
3.A	Identify activity/activities to support COVID vaccine response in your community, using the examples below as a guideline. **Example 1:** Develop and implement communication strategies with health care providers, community, and/or other partners to help build vaccine confidence broadly and among groups anticipated to receive early vaccination, as well as dispel vaccine misinformation. Document and provide a plan that shows the communication strategies used with health care providers and other partners and the locally identified population anticipated to reach.	Summary of the engagement strategies to be used with health care providers and other partners, and the locally identified population to be reached.	January 31, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Example 2: Engage in other vaccination planning activities such as partnership development, provider education, vaccination point of dispensing (POD) planning, tabletop exercises, engagement with communities, leaders, non-traditional provider, or vulnerable populations to develop strategies to ensure equitable access to vaccination services			
3.B	Implement the communication strategies or other activities, working with health care providers and other partners to reach the locally identified population, support providers in vaccination plans, and support equitable access to vaccination services.	Written report describing activity/activities and progress made to-date and strategies used (template to be provided)	June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.C	Catalog activities and conduct an evaluation of the strategies used	Written report, showing the strategies used and the final progress of the reach (template to be provided)	June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
~~3.D~~	~~As needed to meet community needs, perform as a vaccine depot to provide COVID vaccine. Duties include ordering and redistributing of COVID-19 vaccine, assure storage space for minimum order sizes, initiating transfer in the Immunization Information System (IIS), coordinate with providers for physical transport of doses, and maintaining inventory of COVID vaccine by manufacturer.~~ ~~Immunization COVID-19 funding is specifically required to address COVID-19 vaccination activities. However, the funding can be leveraged to also address and incorporate other non-COVID vaccination activities concurrent to COVID-19 vaccination activities. For example, COVID vaccine storage and distribution may also support monkeypox vaccine storage and distribution, concurrently~~	~~a. Complete a redistribution agreement.~~ ~~b. Report inventory reconciliation page.~~ ~~c. Report lost (expired, spoiled, wasted) vaccine to the IIS.~~ ~~d. Report transfer doses in the IIS and VaccineFinder.~~ ~~e. Monitor and maintain vaccine temperature logs from digital data logger and/or the temperature monitoring system for a minimum of 3 years.~~	~~a. Submit upon completion~~ ~~b. Reconcile and submit inventory once monthly in the IIS.~~ ~~c. Report lost vaccine within 72 hours in the IIS.~~ ~~d. Update within 24 hours from when transfers occur.~~ ~~e. Download as needed (retain temperature data on site for 3 years)~~	~~Reimbursement for actual costs incurred, not to exceed total funding consideration amount.~~
3.E	As needed to meet community needs, expand operations to increase vaccine throughput (i.e., providing vaccinations during evenings, overnight, and on weekends) or adjust vaccine delivery approaches to optimize access. Activities may include vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary, or off-site clinics to travel and provide vaccination services in non-traditional settings, or to supplement the work of local health departments in underserved communities, and may include administration costs for other vaccines co-administered at the events. These activities may be done by the local health department or in collaboration with community partners. (See Restrictions on Funds below)	Reports summarizing quantity, type, and frequency of activities	December 31 and June 30, annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
~~3.F~~	~~At the LHJ discretion, provide incentives to persons receiving COVID vaccine, adhering to LHJ Guidance for COVID Initiatives Application requirements and allowable/unallowable use of federal funds.~~	~~a. LHJ Incentive Plan Proposal~~ ~~b. Report that summarizes quantity of incentives purchased and distributed~~	~~a. Prior to implementing~~ ~~b. June 30, Annually~~	~~Reimbursement for actual costs incurred, not to exceed total funding consideration amount.~~

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: OSS LMP Implementation - Effective July 1, 2023

Local Health Jurisdiction Name: Clallam County Health & Human Services
Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 1

Period of Performance: July 1, 2023 through December 31, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☐ Federal <Select One>	☐ FFATA (Transparency Act)	☒ Reimbursement
☒ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work is to fund implemation of the on-site sewage system (OSS) local management plan (LMP).

Note: Statements of work with GFS funds must exhaust those funds before billing ALEA funds. GFS funds in the 07/01/23-06/30/24 funding period cannot roll over into the next funding period. This funding allocation is for the 2023-2025 state biennium. New statements of work with a period of performance of January 1, 2025 to June 30, 2025 will be issued in the next consolidated contract term.

Revision Purpose: Adding $23,636 and a new task for low-income rebates and homeowner incentives for OSS operations and maintenance compliance. MI codes also being updated from 267011100 to FY25 GFS MI Code 26701150.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
SMALL ONSITE MANAGEMENT (ALEA)	26705100	N/A	334.04.93	07/01/23	06/30/24	33,333	0	33,333
SMALL ONSITE MANAGEMENT (ALEA)	26705100	N/A	334.04.93	07/01/24	12/31/24	33,333	0	33,333
SMALL ONSITE MANAGEMENT (GFS)	26701110	N/A	334.04.93	07/01/24	12/31/24	8,334	-8,334	0
SFY25 WASTEWATER MANAGEMENT-GFS	26701150	N/A	334.04.93	07/01/24	12/31/24	0	31,970	31,970
						0	0	0
						0	0	0
TOTALS						**75,000**	**23,636**	**98,636**

GOALS & MEASURABLE OBJECTIVES (REVISE TABLE AS NEEDED)
This table summarizes starting and target metrics achieved by implementing the tasks below. This data is reported on an ongoing basis in the semiannual progress reports.

Description (e.g., "OSS compliance")	Units (e.g. "systems")	Starting Amount	Targets
OSS compliant with inspections in Marine Recovery Areas (MRAs) and/or Sensitive Areas (SA)	Number of OSS	4560	4750
OSS compliant with inspections countywide	Number of OSS	6400	6800
OSS failures identified/corrected in MRA/SA	Number of OSS failures identified and repaired/replaced	*NA*	10/10
OSS failures identified/corrected countywide	Number of OSS failure identified and repaired/replaced	*NA*	30/30
Rebates	*Low-Income Rebates*	*NA*	*20*
Incentives	*Incentives*	*NA*	*40*

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Task 1. Grant Administration This task is to fund the required financial and reporting activities necessary to meet state DOH and Auditor requirements including administration of LHJ local management plan and OSS LMP grant program.				
1.1	**Bi-monthly Invoicing and Progress Reports** DOH Consolidated Contracts (ConCon) requires billing within 60 days of completing work. LHJ will submit invoices through the ConCon process and will send progress reports and deliverables to the LMP Contract Manager. Invoices must be submitted at least bi-monthly (per ConCon requirements) but no more frequently than monthly. Invoices will be reviewed for consistency with progress. The LMP Contract Manager may require monthly invoices.	Bimonthly/Monthly invoices	Bimonthly/monthly for duration of contract period	Reimbursement up to **$4,839** based on actual costs.
1.2	**Semi-Annual Progress Reports** Reporting periods are semiannually from January 1 – June 30 and July 1 – December 31. Progress reports include data described in the outcome column.	Data about the following: • Qualitative: o Summary of work o Barriers to LMP Implementation • Quantitative: o OSS inventory metrics o Enforcement actions o Outreach and Education efforts	Due July 15 and December 31 for the duration of the contract period	
Task 2. Local Management Plan Implementation This task includes all work done to implement the county's LMP excluding grant management tasks and inspection rebates/incentives.				
2.1	**Database Maintenance and Quality Assurance/Quality Control (QA/QC)** Database maintenance and QA/QC is ongoing to ensure accurate tracking methods for all OSS in the county. Specific tasks include: • Updating address and parcel records for related O&M cases as needed and investigating previous on-site sewage system (OSS) designation; • Performing outlier analysis of existing data sets and correcting systemic errors as needed; • Updating our database by entering inspection reports, existing hard copy permits and as-built drawings; • Tracking and mapping progress in identifying unknown OSS and performing necessary database updates; and, Continue to scan additional records as located or submitted.	• QA/QC of database to address information for tracking permits. • Continue to make database updates and reporting function improvements. • Enter OSS inspection and other related records in the database (i.e., keep database current). • Prepare and manipulate data for mapping and reporting purposes. • Produce GIS maps of OSS in the marine recovery areas (MRA). • Maintain OSS records available online.		Reimbursement up to **$58,005** based on actual costs.

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2.2	**Operations and Maintenance Program Administration** • Mail inspection reminders to homeowners as needed • Inspection Compliance tracking/mapping • Failure and repair tracking/mapping • Failure notice of violation mailings • Compliance enforcement • Complaint response • O&M data reports about inventory and deficiencies	a. Enforcement Protocol b. Data on the following: • Number of OSS with current inspections • Number of OSS failures and calculated risk using DOH-provided risk assessment. • Number of repairs	a. September 1, 2023 b. Report in semi-annual progress report in Subtask 1.2.	
2.3	**Education and Outreach** Education and outreach is conducted for OSS owners, PA Realtor's association, Sequim Realtor's Association, and the general public. Specific tasks include: • Providing Septics 101 and Septics 201 courses in person • Presenting information to local realtor's associations • Tabling at local events and festivals, such a Riverfest, Home Show, and NPBL Building Expo.	• Hold two (2) training courses, either Septic 101, Septic 201, or Realtor's meeting, as determined based on public request/need. • Other educational activities as needed such as participating at festivals and presenting septic information to local community groups or school events.	Task is ongoing throughout the project period, due by project end date.	
2.4	**Professional Development and Coordination** • The LHJ will participate in LMP and West Side Coordinators Meetings and will network between counties. • The LHJ will support professional development through: o Attending DOH OSS Program trainings o Attendance, registration, and travel for (1) staff member at either a Washington State Environmental Health Association (WSEHA) or Washington On-Site Sewage Association (WOSSA) conference.	a. Attendance and contribution at four (4) meetings per year b. Conference and Training participation as available	a-b. Report attendance semi-annually, as scheduled in Task 1.2	
2.5	**OSS Policy** Regular review of County policies and procedures pertaining to OSS, to ensure County code is current based on WAC guidance, and updated as novel situations develop.	• Writing new County code in line with WAC policies and submitting code updates per the Clallam County Administrative process • Adaptive management of the OSS Implementation Plan as needed	Task is ongoing throughout the project period, any updates/changes reported by project end date.	
Task 3. Homeowner Inspection Rebates/Incentives Program *Provide low-income rebates to homeowners. Provide inspection compliance incentives to homeowners in priority areas. Activities eligible for rebate/incentive reimbursement include: septic system inspections, locates for unknown systems, developing record drawings of systems, septic tank pumping, if indicated, and OSS upgrades to make systems more accessible for future inspections, including installing risers on OSS access points, observation ports, or other improvements deemed appropriate at time of inspection.*				

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3.1	***Low-Income Homeowner Inspection Rebates*** *The County will prioritize low-income homeowners for inspection compliance rebates.* *Rebates will be reimbursed directly to homeowner by CCEH, based on actual costs, up to $800 per homeowner*	*a. Provide draft and final process/policy documents to DOH* *b. 20 rebates*	*a. Prior to issuing any rebates* *b. By grant closeout*	*Reimbursement up to **$23,636** based on actual costs.*
3.2	***Homeowner Inspection Incentives*** *Provide incentives for septic inspections and maintenance, based on actual costs, up to $300 per homeowner.*	*a. Provide draft and final process/policy documents to DOH* *b. 40 incentives*	*a. Prior to issuing any incentives* *b. By grant closeout*	
Task 4. Indirects Indirect rates can only be charged to this work if the LHJ has a current approved rate on file with DOH.				
4.1	Indirect rate on salaries at a rate of 27.4%. Annual rate may change during contract period.	Submit current approved indirect rate to DOH Grants Management Office for approval.	Before indirects can be approved for reimbursement	Reimbursement up to **$12,156** based on actual costs.

Budget	
Category	**Amount**
Personnel/Salaries	$42,491
Fringe Benefits	$17,957
Travel	$1,796
Supplies	$0
Contracts	$0
Other • Registration Fees • *Incentives/Rebates*	 $600 *$23,636*
Total Direct Charges	~~$62,844~~ *$86,480*
Indirect Charges (federally approved rate)	$12,156
TOTAL – Not to Exceed	~~$75,000~~ *$98,636*

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services
Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 5

Period of Performance: January 1, 2022 through December 31, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

Revision Purpose: To add FFY24 USDA WIC Client SVS Contracts funds and increase caseload.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 USDA WIC CLIENT SVS CONTRACTS	76101234	10.557	333.10.55	01/01/22	09/30/22	183,775	0	183,775
FFY23 USDA WIC CLIENT SVS CONTRACTS	76101244	10.557	333.10.55	10/01/22	09/30/23	232,638	0	232,638
FFY22 USDA FMNP PROG MGMT	76540237	10.572	333.10.57	05/01/22	09/30/22	572	0	572
FFY23 USDA WIC PROG MGMT CSS	76101242	10.557	333.10.55	01/01/23	09/30/23	2,800	0	2,800
FFY24 USDA WIC CLIENT SVS CONTRACTS	7610124B	10.557	333.10.55	10/01/23	09/30/24	61,301	1,438	62,739
FFY23 USDA FMNP MGMT	76540248	10.572	333.10.57	06/01/23	09/30/23	598	0	598
						0	0	0
						0	0	0
TOTALS						**481,684**	**1,438**	**483,122**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	**WIC Nutrition Program**			See "Billing Requirements" below.
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at state WIC office. The Department of Health (Department) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when: 1. Unanticipated funding situations occur. 2. Reallocations are necessary to redistribute caseload statewide. 3. Caseload declines.	Outcomes based on monthly participation data from state WIC caseload management reports.	**Authorized participating caseload for January 2022 through December 2024 = 915** **Revised authorized participating caseload for January 2023 through December 2024 = 795**	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			Revised authorized participating caseload for July 2023 through December 2024 = 840 ***Revised authorized caseload for October 2023 through December 2024 = 865***	
1.2	Submit the annual Nutrition Services Plan for each year of the contract.	Nutrition Services Plan	First year due 9/30/22 Second year due 9/30/23	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the contract.	Nutrition Services Expenditure Report	11/30/22 11/30/23	Payment withheld if not received by due date.
1.4	Tell participants about other health services in the agency. If needed, develop written agreements with other health care agencies and refer participants to these services.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.5	Provide nutrition education services to participants and caregivers in accordance with federal and state requirements.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.6	Issue WIC benefits while assuring adequate WIC card security and reconciliation.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.8a	Submit entire WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract	Budget Workbook	First year due 9/30/22 Second year due 9/30/23	
1.8b	Submit Rev-Exp Report spreadsheet from the WIC Budget Workbook monthly with A-19	Revenue and Expense Report and A-19	First year due monthly through December 31, 2022 Second year due monthly through December 31, 2023	
2	**Breastfeeding Promotion**			See "Billing Requirements" below.
2.1	Provide breastfeeding promotion activities in accordance with federal and state requirements.	Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.	First year due 11/30/22 Second year due 11/30/23 Biennial WIC Monitor	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects:	Status report of chosen activities in Nutrition Services Plan.	First year due 8/30/22 Second year due 8/30/23 Biennial WIC Monitor	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	▪ Provide staff, health care providers and community partners virtual breastfeeding training resources. ▪ Work with employers who likely employ low-income people to create worksite environments that support breastfeeding. ▪ Work with birthing hospitals to improve maternity care practices that affect WIC participant breastfeeding rates. ▪ Provide participants access to lactation consultants. Other projects will need pre-approval from the State WIC Office	Documentation must be available for review by WIC monitor staff.		
3	**Farmers Market Nutrition Program (FMNP)**			See "Billing Requirements" below.
3.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC participants between June and September 30 of current year.	Send completed readable copy of FMNP check registers to State WIC office on a weekly basis following FMNP procedures. Documentation must be available for review by WIC monitor staff.	Weekly June-Sept. 2022 and June-Sept. 2023 All sent by Oct. 1, 2022 and by Oct. 1, 2023 Biennial WIC Monitor	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements
Program Manual, Handbook, Policy References:
The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, and FNS 7CFR Part 246.
- Washington State WIC Nutrition Program Policy and Procedure Manual
- Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200
- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the contract

Staffing Requirements:
The LHJ shall:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine participant eligibility, prescribe an appropriate food package and offer nutrition education based on the participants' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk participants, to include development of a high-risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The Breastfeeding Coordinator must be an International Board Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

Restrictions on Funds:
The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Special References:
What is the WIC program?

1. The WIC program in the state of Washington is administered by the Department of Health.
2. The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.
3. Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, participants, persons acting on behalf of a participant, and retailers. They are designed to promote:
   a. High quality nutrition services;
   b. Consistent application of policies and procedures for eligibility determination;
   c. Consistent application of policies and procedures for food benefit issuance and delivery; and
   d. WIC program compliance.
4. The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.
5. The WIC program may impose sanctions against WIC participants for not following WIC program rules stated on the WIC rights and responsibilities.
6. The WIC program may impose monetary penalties against persons who misuse WIC benefits or WIC food but who are not WIC participants.

Monitoring Visits:
Program and fiscal monitoring are done on a biennial (every two years) basis and are conducted onsite.
The LHJ must maintain on file and have available for review, audit and evaluation:

- All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- Program requirements
- Nutrition education
- All financial records

Assurances/Certifications:

1. **Computer Equipment Loaned by the Department of Health WIC Nutrition Program**

In order to perform WIC program activities, the Department requires computer equipment, such as computers, signature pads, document scanners, card readers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by the Department and loaned to the local agency (Contractor). The Loaned Equipment is supported by the Department. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

An inventory of Loaned Equipment is kept by the Department. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and the Department updates the inventory. A copy of the Transfer Form will be provided to the contractor. Copies of the updated inventory list may be requested at any time.

The LHJ agrees to:

a. Defend, protect and hold harmless the Department or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
b. Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation. The Department may enforce this by:
   1) Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
   2) Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by the Department), or
   3) Assertion of a lien against the Contractor's property.
c. Notify the Department immediately of any damage to Loaned Equipment.
d. Notify the Department prior to moving or replacing any Loaned Equipment.

The Department recommends Contractors carry insurance against possible loss or theft.

2. Civil Rights Assurance

a. The LHJ shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance.
b. "The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
c. "By accepting this assurance, the Program applicant agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the Program applicant."

3. 2CFR 200

The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 2CFR part 200, the debarment and suspension requirements of 2CFR part 200.213, if applicable, the lobbying restrictions of 2CFR part 200.245, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

Billing Requirements:

1. Definitions

Contract Period: January 1, 2022 - December 31, 2024

Contract Budget Period: The time period for which the funding is budgeted.

- There are four federal budget periods

January 1, 2022 through September 30, 2022;
October 1, 2022 through September 30, 2023;
October 1, 2023 through September 30, 2024;

October 1, 2024 through December 31, 2024.

2. Billing Information:
   a. Billings are submitted on an A-19-1A invoice. These invoices are provided by the Department in the WIC Budget Workbook and include accounting codes for different budget categories.
   b. A-19s are submitted monthly and must be received by the Department within 60 days following the close of each calendar month. Additional A-19s may be submitted at any time, but must be received within 90 days of the close of the federal budget period.
   c. Funds are allocated by budget categories and by federal budget periods (refer to the budget spreadsheet).
   d. Funds are encumbered or spent only during the budget period; no carry forward from previous time periods or borrowing from future time periods is allowed.
   e. Payments are limited to the amounts allocated for the budget period for each budget category.
   f. Billings are based on actual costs for completed activities. Advance payments are not allowed. Back up documentation must be retained by the LHJ and available for inspection by the Department or other appropriate authorities.
   g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
   h. If billing for indirect costs, a Cost Allocation Plan or Federal Indirect Cost Agreement must be submitted prior to payment.

Special Instructions:

The LHJ shall:

1. Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
2. Provide, as necessary, a single audit in accordance with the provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires all recipients and sub-recipients of federal funds to have a single audit performed should they spend $750,000 or more of federal grants or awards from all sources. Contractors spending less than $750,000 in federal grants or awards may also be subject to audit.
3. Use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC participants. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC participants.

SPECIAL REQUIREMENTS			
Contract Funding Period	**Time Period special requirement funds are available**	**Amount**	**Special Requirement Description**
January 2022 to September 2024	January 2022 to September 2022	$2,800	Added in the USDA WIC Client Services Contracts category to cover training and travel expenses for all local WIC staff to participate in WIC-related trainings.
January 2023 - September 2023	January 2023 - September 2023	$2,800	This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits or contractor), and other approved WIC training expenses.
October 2023 - September 2024	October 2023 - September 2024	$3,000	This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits for part-time or contractors), and other approved WIC training expenses.

Other:

Any program requirements that are not followed may be subject to corrective action and may result in monetary fines or repayment of funds.

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AGENDA ITEM SUMMARY

DEC 2 6 2023

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

Department: DCD

WORK SESSION ☒ **Meeting Date: 12/11/2023**

REGULAR AGENDA ☒ **Meeting Date: 12/~~19~~ 26/2023**

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # OTGP-2024-CLCoCD-00045
334-23-009

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: This grant agreement with the Department of Ecology provides funding for Clallam County Marine Resources County projects from January 1, 2024 through December 31, 2025.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please Docu-sign the contract in Department of Ecology's EAGL.
Supplemental Appropriation will be submitted January 2024 ($68,000)

County Official signature & print name: _Bruce Emery Bruce W. Emery

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments:
DCD

Date submitted: 12/04/2023

334-23-009

DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. OTGP-2024-ClCoCD-00045

ONE TIME GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Clallam County, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Clallam MRC Projects
Total Cost:	$135,500.00
Total Eligible Cost:	$135,500.00
Ecology Share:	$135,500.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	01/01/2024
The Expiration Date of this Agreement is no later than:	12/31/2025
Project Type:	Ecology Grant

Project Short Description:

This grant will be used to fund the Clallam County Marine Resources Committee (MRC) (RECIPIENT) projects from January 1, 2024 through December 31, 2025.

Project Long Description:

This agreement provides for grant administration and implementation of projects for the RECIPIENT. These include:

A. Marine riparian vegetation enhancement: assess where additional planting is needed at the existing Ediz Hook restoration site and plant native species to augment planting efforts already carried out by the Lower Elwha Klallam Tribe.

B. Pinto abalone restoration and monitoring: conduct synoptic surveys along the Strait of Juan de Fuca to identify

remnant pinto abalone populations and evaluate specific areas for potential reintroduction of captive-bred juveniles.

C. Hazardous Waste Operations and Emergency Response/Oiled wildlife training: conduct workshop trainings for volunteers on marine stewardship and protection topics such as Hazardous Waste Operations and Emergency Response (HAZWOPER) and oiled wildlife response.

Overall Goal:

The overall goal of this grant is to improve the health of local marine and nearshore ecosystem in Clallam County.

RECIPIENT INFORMATION

Organization Name: Clallam County

Federal Tax ID: 91-6001298

Mailing Address: 223 East 4th Street
Port Angeles, WA 98362

Physical Address: 223 East 4th St, Suite 6
Port Angeles, Washington 98362

Organization Fax: (360) 417-2513

Contacts

Project Manager	Rebecca Mahan MRC Coordinator 223 East 4th Street Suite 5 Port Angeles, Washington 98362 Email: rebecca.mahan@clallamcountywa.gov Phone: (360) 417-2322
Billing Contact	Lori Kennedy 223 E. 4th Street, Suite 5 Port Angeles, Washington 98362 Email: lkennedy@co.clallam.wa.us Phone: (360) 417-2354
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mark.ozias@clallamcountywa.gov Phone: (360) 417-2000

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sasha Horst Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: horst@nwstraits.org Phone: (360) 428-1084
Financial Manager	Cindy James PO Box 47600 Olympia, Washington 98504-7600 Email: cjam461@ecy.wa.gov Phone: (360) 280-8645
Technical Advisor	Dana Oster Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: DAOS461@ecy.wa.gov Phone: (360) 428-1043

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Joenne McGerr Date

Shorelands

Program Manager

Template Approved to Form by
Attorney General's Office

Clallam County

By: _____

Mark Ozias Date

Commissioner

Approved as to form
Deputy Prosecutor

SCOPE OF WORK

Task Number: 1 **Task Cost:** $78,114.00

Task Title: 1. Project Administration and Management

Task Description:

A. The RECIPIENT shall provide necessary project oversight and coordination to complete the scope of work in compliance with this ECOLOGY grant agreement, which includes project coordination, administration, and management.

B. The RECIPIENT shall conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

C. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; submit ECOLOGY-approved deliverables; and submit the RECIPIENT Close Out Report (RCOR) by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant administration requirements.

Task Expected Outcome:

Properly maintained grant project documentation. Timely and complete submittal of quarterly Payment Requests / Progress Reports (PRPRs), grant deliverables, and the RECIPIENT Close Out Report (RCOR).

Recipient Task Coordinator: Rebecca Mahan

1. Project Administration and Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Payment Request/Progress Report (PRPR)	
1.2	Recipient Close Out Report (RCOR)	12/31/2025

SCOPE OF WORK

Task Number: 2 **Task Cost:** $6,000.00

Task Title: 2. Marine Riparian Vegetation Enhancement

Task Description:
The southern shores of Ediz Hook have recently been restored to a more natural landform by the Lower Elwha Klallam Tribe but the restoration site is in need of revegetation and/or vegetation maintenance. The RECIPIENT will:

1. Conduct a site assessment to identify where the additional planting is needed and document the conditions of the site before the restoration effort takes place.

2. Plant native species such as dunegrass, ambrosia, coastal strawberry, gumweed, seashore lupine, sea thrift, sea blush and Nootka rose along the south side of Ediz Hook to augment planting efforts already carried out by the Lower Elwha Klallam Tribe.

Where applicable, the RECIPIENT must request and receive written approval in advance by ECOLOGY's Project Manager for reimbursement(s) for meals or light refreshments. Approved request forms must be submitted with the corresponding Payment Request/Progress Report (PRPR) in EAGL.

Task Goal Statement:
The goal of this project is to work in partnership with the Lower Elwha Klallam Tribe to establish a native coastal strand plant community at a shoreline restoration site at Ediz Hook.

Task Expected Outcome:
The expected outcomes of this project are additional native plants will be planted and there will be a self-sustaining plant community that will benefit birds, fish, wildlife, and pollinators.

Recipient Task Coordinator: Helle Andersen

2. Marine Riparian Vegetation Enhancement

Deliverables

Number	Description	Due Date
2.1	Confirmation of site cultural assessment and copy of planting plan. Upload in EAGL.	01/12/2024
2.2	Meal approval form (if applicable). Submit to ECOLOGY Project Manager for approval prior to each meeting. Submit approved copy with each Payment Request/Progress Report (PRPR).	04/15/2024
2.3	2024 project report including summary of project activities, number of plants planted and area covered, summary of volunteer participation and list of planting events, photos. Upload in EAGL.	12/31/2024
2.4	2025 project report including summary of project activities, number of plants planted and area covered, summary of volunteer participation and list of planting events, photos. Upload in EAGL.	12/31/2025

SCOPE OF WORK

Task Number: 3 **Task Cost:** $39,386.00

Task Title: 3. Pinto Abalone Restoration and Monitoring

Task Description:
The pinto abalone is the only abalone species found in Washington waters. It has experienced precipitous declines in the Salish Sea. As part of a regional effort to rebuild abalone populations, the RECIPIENT will:

1. Identify survey locations in consultation with state resource agencies, tribes, and other partners.

2. Develop a site-specific Quality Assurance Project Plan (QAPP) based on an existing plan developed by the Skagit County MRC.

3. Partner with the Puget Sound Restoration Fund (PSRF) to conduct synoptic surveys along the Strait of Juan de Fuca to identify remnant abalone populations in 2024 and 2025.

4. Evaluate specific areas for potential reintroduction of captive-bred juveniles.

Task Goal Statement:
The goal of the project is to rebuild the iconic pinto abalone populations along the Strait of Juan de Fuca. In phase one the goal is to identify remnant abalone populations, and determine optimum locations for potential captive-bred juvenile reintroductions.

Task Expected Outcome:
The expected outcomes for this project include:
1. Greater understanding of the distribution and density of remnant pinto abalone populations along the Strait of Juan de Fuca,
2. Identification of specific candidate locations along the Strait where reintroduction of hatchery-cultured juvenile pinto abalone might be possible, and
3. Updated protocols that can be adopted by others contemplating similar surveys.

Recipient Task Coordinator: Jeff Ward/Alan Clark

3. Pinto Abalone Restoration and Monitoring

Deliverables

Number	Description	Due Date
3.1	2024 Quality Assurance Project Plan. Upload in EAGL.	04/15/2024
3.2	Copy of 2024 survey data. Upload in EAGL.	12/31/2024
3.3	2024 pinto abalone final report	12/31/2024
3.4	2025 Quality Assurance Project Plan addendum. Upload in EAGL.	04/10/2025
3.5	Copy of 2025 survey data. Upload in EAGL.	12/31/2025
3.6	2025 pinto abalone final report	12/31/2025

SCOPE OF WORK

Task Number: 4 **Task Cost:** $12,000.00

Task Title: 4. HAZWOPER/Oiled Wildlife Education and Training

Task Description:
The RECIPIENT will:

1. Coordinate with partners, plan, advertise, and conduct at least two workshop trainings for volunteers on marine stewardship and protection topics such as Hazardous Waste Operations and Emergency Response (HAZWOPER) and oiled wildlife response.

2. Record the trainings and make them accessible online.

Where applicable, the RECIPIENT must request and receive written approval in advance by ECOLOGY's Project Manager for reimbursement(s) for meals or light refreshments. Approved request forms must be submitted with the corresponding Payment Request/Progress Report (PRPR) in EAGL.

Task Goal Statement:
The goal of this project is to train local residents in Hazardous Waste Operations and Emergency Response (HAZWOPER) and oiled wildlife response in the event of an oil spill.

Task Expected Outcome:
The expected outcomes of this project are that at least 80 participants will be trained, and four recorded training presentations will be posted on the RECIPIENT's website.

Recipient Task Coordinator: Ann Soule/Tim Cochnauer

4. HAZWOPER/Oiled Wildlife Education and Training

Deliverables

Number	Description	Due Date
4.1	2024 Training plan and recruitment materials. Upload in EAGL.	01/15/2024
4.2	Meal approval form (if applicable). Submit to ECOLOGY Project Manager for approval prior to each meeting. Submit approved copy with each Payment Request/Progress Report (PRPR).	01/15/2024
4.3	2024 Project final report including summary of trainings, list of trained participants, photos, and links to recorded sessions. Upload in EAGL.	12/31/2024
4.4	2025 Training plan and recruitment materials. Upload in EAGL.	01/10/2025
4.5	2025 Project final report including summary of trainings, list of trained participants, photos, and links to recorded sessions. Upload in EAGL.	12/31/2025

BUDGET

Funding Distribution EG240401

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title:	2024 NOAA Congressionally Directed Spendi	Funding Type:	Grant
Funding Effective Date:	01/01/2024	Funding Expiration Date:	12/31/2024

Funding Source:

Title:	WA ECY Northwest Straits Marine Conservation Initiative FY23
Fund:	FD
Type:	Federal
Funding Source %:	100%
Description:	This award number NA23NMF4690358 supports the work described in the Recipient's proposal entitled "WA ECY Northwest Straits Marine Conservation Initiative FY23," dated 03/27/2023 and revised 09/06/2023, which are incorporated into the award by reference.
Federal Awarding Agency:	NOAA
Federal Awarding Agency Contact:	Desmond Gelman
Federal Awarding Agency Phone:	(503)530-0274
Federal Awarding Agency Email:	desmond.gelman@noaa.gov
Federal Awarding Agency Address:	NMFS West Coast Regional Office (WCRO) 1201 Northeast Lloyd Boulevard, Suite 1100 Portland, OR 97232
CFDA Catalog Name:	Congressionally Identified Awards and Projects
CFDA Number:	11.469
FAIN:	NA23NMF4690358
Research Grant:	No
Federal Award Date:	9/21/2023
Total Federal Award Amount:	$3,000,000.00
Federal Funds Obligated To Recipient:	$68,000.00

Approved Indirect Costs Rate:	Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No

Is this Funding Distribution used to match a federal grant? Yes

2024 NOAA Congressionally Directed Spending	Task Total
1. Project Administration and Management	$ 47,448.00
2. Marine Riparian Vegetation Enhancement	$ 3,000.00
3. Pinto Abalone Restoration and Monitoring	$ 11,552.00
4. HAZWOPER/Oiled Wildlife Education and Training	$ 6,000.00
	Total: $ 68,000.00

BUDGET

Funding Distribution EG240402

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title:	2025 NOAA Congressionally Directed Spendi	Funding Type:	Grant
Funding Effective Date:	01/01/2025	Funding Expiration Date:	12/31/2025

Funding Source:

Title:	WA ECY Northwest Straits Marine Conservation Initiative FY23
Fund:	FD
Type:	Federal
Funding Source %:	100%
Description:	This award number NA23NMF4690358 supports the work described in the Recipient's proposal entitled "WA ECY Northwest Straits Marine Conservation Initiative FY23," dated 03/27/2023 and revised 09/06/2023, which are incorporated into the award by reference.
Federal Awarding Agency:	NOAA
Federal Awarding Agency Contact:	Desmond Gelman
Federal Awarding Agency Phone:	(503)530-0274
Federal Awarding Agency Email:	desmond.gelman@noaa.gov
Federal Awarding Agency Address:	NMFS West Coast Regional Office (WCRO) 1201 Northeast Lloyd Boulevard, Suite 1100 Portland, OR 97232
CFDA Catalog Name:	Congressionally Identified Awards and Projects
CFDA Number:	11.469
FAIN:	NA23NMF4690358
Research Grant:	No
Federal Award Date:	9/21/2023
Total Federal Award Amount:	$3,000,000.00
Federal Funds Obligated To Recipient:	$67,500.00

Approved Indirect Costs Rate:	Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No
Is this Funding Distribution used to match a federal grant?	Yes

2025 NOAA Congressionally Directed Spending	Task Total
1. Project Administration and Management	$ 30,666.00
2. Marine Riparian Vegetation Enhancement	$ 3,000.00
3. Pinto Abalone Restoration and Monitoring	$ 27,834.00
4. HAZWOPER/Oiled Wildlife Education and Training	$ 6,000.00
	Total: $ 67,500.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2024 NOAA Congressionally Directed Spending	0.00 %	$ 0.00	$ 68,000.00	$ 68,000.00
2025 NOAA Congressionally Directed Spending	0.00 %	$ 0.00	$ 67,500.00	$ 67,500.00
Total		**$ 0.00**	**$ 135,500.00**	**$ 135,500.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration (NOAA) Financial Assistance Awards

I. Scientific Integrity

A. General Guidelines

1. Maintaining Integrity. The non-Federal entity shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

2. Peer Review. The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the non- Federal entity and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at http://nrc.noaa.gov/ScientificIntegrityCommons.aspx.

4. Primary Responsibility. The non-Federal entity shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the non-Federal entity shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

By executing this grant, financial assistance award, or cooperative agreement the non- Federal entity provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

5. The non-Federal entity shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. Initiating Investigation. If the non-Federal entity or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants officer and, unless otherwise instructed, the non-Federal entity or subrecipient shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. Finalizing Investigation. When the investigation is complete, the non-Federal entity shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the non-Federal entity adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the non-Federal entity finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and

b. Coordinate remedial action with the grants officer.

II. Data Sharing Directive

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at https://nosc.noaa.gov/EDMC/PD.DSP.php.

1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine- readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.

3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by

sub-recipients and subcontractors.

5. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (http://www.crossref.org/fundref/) if supported by the Publisher.

6. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at https://repository.library.noaa.gov after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

7. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

III. Audit Findings Follow-up and Corrective Action

In accordance with 2 C.F.R. §200.511 and the Commerce Terms, an auditee is responsible for follow-up and corrective action on all audit findings. For information on the summary of prior year audit findings and the corrective action plan, please also refer to §200.511(b) (1) (2), and (3) (i) (ii) (iii), and refer to §200.516 Audit findings, paragraph (c).

Paragraph (c) Corrective action plan of 2 C.F.R. §200.511 Audit Findings Follow-up, further states that at the completion of the audit, the auditee must prepare a corrective action plan to address each audit finding included in the current year auditor's reports. As defined in 2 CFR Part 200, a corrective action means action taken by the auditee that: (a) Corrects identified deficiencies; (b) Produces recommended improvements; or (c) Demonstrates that audit findings are either invalid or do not warrant auditee action. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

NOAA as the cognizant, oversight, or Federal awarding agency of the auditee is responsible for follow-up on audit findings to ensure that the auditee takes appropriate and timely corrective action. As part of audit follow-up, NOAA must: (i) issue a management decision as prescribed in §200.521 Management decision; and (ii) monitor the recipient taking appropriate and timely corrective action. For additional information on applicable Federal agency responsibilities of NOAA for follow-up with corrective actions, see §200.513 Responsibilities.

IV. Audit Resolution

Recipients that expend $750,000 or more in Federal funds during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with §200.501. As provided in §200.513, a Federal awarding agency is responsible for issuing a management decision for findings that relate to Federal awards it makes to recipients.

As further prescribed in DOC's Departmental Administrative Order (DAO) 213-5 and 2 C.F.R. Part 200 Subpart F, Department and operating unit personnel shall act promptly to resolve both the financial and nonfinancial issues identified in an audit report. Comments, arguments, and evidence (if any) submitted by the auditee and the operating unit shall be considered in resolving the findings. A DOC decision on the resolution of audit findings and recommendations will be made in accordance with the procedures and within the specified time frames identified in DAO 213-5.

The audit action official shall issue the Management Decision and Audit Resolution Determination. The Management Decision and Audit Resolution Determination will be maintained in the official grant file and a copy will be forwarded to the Program Officer.

Recipients are afforded the opportunity to appeal the Audit Resolution Determination. The appeal process is the last opportunity for auditees to provide evidence to support their disputes. NOAA will not accept any submission from a recipient regarding an

appeal after the established deadline, unless requested by the Grants Officer, the Office of Inspector General, or the Office of the General Counsel.
After the Department renders a decision on an appeal, there are no other administrative appeals available.
An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC.
Recipients are responsible for the repayment of audit-related debts and for the collection of audit-related debts from their sub recipients where an audit has determined funds are owed. This does not relieve the recipient of liability for the debt.

Department of Commerce Financial Assistance Standard Terms and Conditions
This sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity receiving a DOC financial assistance award must comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.
This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the Federal Register, E.O.s, OMB circulars, DOC ST&Cs, agency standard award conditions (if any), and specific award conditions. A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.
Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the Federal Register or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (e.g., SF-424s) or through DOC forms (e.g. Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.
A. PROGRAMMATIC REQUIREMENTS
.01 Other Federal Awards with Similar Programmatic Activities
The recipient must immediately provide written notification to the Grants Officer if, subsequent to receipt of the award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.
.02 Disclaimer Provisions
The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.
The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity's contractors or subcontractors.
B. FINANCIAL REQUIREMENTS
.01 Financial Management
a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's own funds. In addition, the

State's and any other non- Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. See also 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). See also 2 C.F.R. §§ 200.334 (Retention requirements for records); 200.335 (Requests for transfer of records); 200.336 (Methods for collection, transmission and storage of information); 200.337 (Access to records); and 200.338 (Restrictions on public access to records).

.02 Indirect or Facilities and Administrative Costs

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award's approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates.

d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:

1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or

2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, in accordance with 2 C.F.R 200 Appendix III, C.7, provided that the rate is approved on or before the award end date.

f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at http://www.osec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf.

g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs. No documentation is required to justify the 10 percent de minimis indirect cost rate.

C. PROPERTY STANDARDS

.01 Standards

Each non-Federal entity must comply with the Property Standards set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship).

.02 Intellectual Property Rights

a. General. The rights to any work or other intangible property produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

c. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

D. OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS

.01 Nonprocurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

.02 Requirements for Subawards

a. The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. See 2 C.F.R. § 200.101(b)(2) (Applicability to different types of Federal awards), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management).

b. The recipient or pass through entity may have more restrictive policies for the RTC waived prior approvals (no-cost extensions, re-budgeting, etc.) for their subaward recipients. Such restrictive policies must be addressed in their subaward agreements and in accordance with §200.331.

.03 Requirements for Procurements

Other Non-Federal Entities. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. §§ 200.318 (General procurement standards) through 200.327 (Contract provisions) which include the requirement that non- Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

.04 Whistleblower Protections

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection

from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

a. A Member of Congress or a representative of a committee of Congress.
b. An Inspector General.
c. The Government Accountability Office.
d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
e. An authorized official of the Department of Justice or other law enforcement agency.
f. A court or grand jury.
g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

E. NATIONAL POLICY REQUIREMENTS

.01 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non- Federal entity must comply with all environmental standards, to include those prescribed under the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

a. The National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.)
b. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)
c. Clean Air Act (42 U.S.C. §§ 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
d. The Endangered Species Act (16 U.S.C. §§ 1531 et seq.)
e. The Coastal Zone Management Act (16 U.S.C. §§ 1451 et seq.)
f. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f et seq.)
g. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.)
h. Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations")
i. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
j. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)
k. Rivers and Harbors Act (33 U.S.C. § 407)
l. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)
m. Executive Order 13112 (Invasive Species, February 3, 1999)
n. Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.)

.02 OTHER NATIONAL POLICY REQUIREMENTS

a. Criminal and Prohibited Activities

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).

2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.

3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or persons 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.

6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.

7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

b. Drug-Free Workplace

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

c. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

1. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in- kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.

2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

d. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality

and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.

2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

3. Publications, Videos, and Acknowledgment of Sponsorship.

i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (e.g., scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.

iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.

iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

This [report/video/etc.] was prepared by [recipient name] using Federal funds under award NA23NMF4690358 from National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. 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 meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

COPY

2c

DEC 2 6 2023

AGENDA ITEM SUMMARY

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

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date: 12/11/2023**

REGULAR AGENDA ☒ **Meeting Date: 12/26/2023**

Required Originals Approved and Attached? Yes☒

Will be provided on:

Item Summary:*

☐ Call for Hearing	☒ Contract/Agreement/MOU** Contract # 843.23.002	
☐ Resolution	☐ Proclamation	☐ Budget Item
☐ Draft Ordinance	☐ Final Ordinance	☐ Other:

Documents exempt from public disclosure attached:☐

Executive Summary:

Personal Services Agreement with Harper Ridgeview Funeral Chapel. This agreement outlines services and fees for work performed on circumstances of death where the Coroner has invoked jurisdiction.

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. Funding for these services has already been addressed in the operating budget of the coroner's division

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

Approve and sign the face sheet. Return to the Prosecuting Attorney's Office to my attention.

County Official Signature: _____

Date Submitted: 12/06/2023

Contract 843.23.002

PERSONAL SERVICES AGREEMENT

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

Name: Harper Ridgeview Funeral Chapel

Address: 105 W. 4th Street

Port Angeles, WA 98362

Phone Nº: (360) 452-9701

(Hereinafter called "Contractor.")

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 1st day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2029.

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

CONTRACTOR

_____

Print name:_____

Title:

_____

Date:_____, 2023

Chair, CLALLM COUNTY COMMISSION

_____

Print name:_____

Coroner's signature: _____

Originals: BOCC
Vendor
Initiating Department

Copies: 1 with Contract Summary

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY. (DWA 04/26/2023)

SCOPE OF WORK

Contractor represents their firm can satisfy all of these preconditions, including the terms in quotation marks that are defined in state law:

- Operate a "funeral establishment" licensed by and in good standing with the Washington State Department of Licensing
- Employ at all times a "funeral director" who is licensed through and in good standing with the Washington State Department of Licensing.
- Maintain facilities that meet with the approval of the county coroner and/or its contract forensic pathologist following an on-site inspection. Facilities are required to have in good working order, at a minimum, the following amenities:
    - Functioning and permanently chilled refrigeration capacity for not less than two human remains
    - A fully operational examination room that includes, at a minimum:
        - Adequate operational lighting
        - Functioning disposal sink and drainage system
        - A surgical table with functioning hydraulic lift ;
- Sufficient staff to timely respond to coroner calls 24 hours a day/365 days a year

The Contractor agrees to assist the Clallam County Coroner with the appropriate disposition of human remains in a manner consistent with state law. This includes circumstances of death where the Coroner invokes jurisdiction pursuant to Ch. 68.50 RCW. A non-exclusive list of the duties of the Contractor, when requested, in furtherance of this Agreement includes:

1. Transporting the decedent from the location where the decedent died or was found
2. Providing a body bag
3. Providing a location where a forensic pathologist or other medical personnel may perform an autopsy (post-mortem) on the decedent
4. Undertaking a blood draw for the purposes of having toxicology tests performed on the blood drawn
5. Transporting the decedent to Olympic Medical Center and/or assist with taking x-rays of the decedent at Olympic Medical Center
6. Transporting the decedent to the Thurston County Coroner's Office.
7. Transporting the decedent to the Funeral Home of the family choice
8. Reimbursing the Contractor for completing all steps to lawfully dispose of indigent remains, i.e., those decedents who have no one claim the remains or pay for the lawful disposition of the remains.
9. Such other actions or steps as the Contractor and the Coroner agree are necessary.

This Agreement does NOT APPLY to situations outside of Coroner jurisdiction where the family or responsible party has chosen the Contractor as their funeral home.

COMPENSATION

1. ☒ FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee as is listed below:

SERVICE	FEE
Transportation of decedent from place of death	$520
Providing a body bag for the decedent	$90
Use of the Contractor's facility for an autopsy (post-mortem)	$*160
Toxicology draw	$60
Transport and assist with x-rays (Olympic Medical Center)	$140
Transport to/from King County Medical Examiner's Office	$325 each way, Contractor pays ferry or bridge tolls.
Transport to/from Contractor's funeral home to funeral home chosen by family	$110 for a single trip**
Refrigeration per 24 hours	$40
Services not listed here as invoiced to County by Contractor when performed in furtherance of County Coroner duties and performed at Coroner's written request.	$70/hour

*Regardless of whether the decedent was originally transported to a different funeral home.
** No fee shall be paid to the Contractor for the portion of a trip which occurs either after dropping off a human remain or before picking up a human remain or any trip where there is no human remain under Coroner jurisdiction in the vehicle. Contractor that takes Person A to a destination and then brings Person B back to Contractor's location may only charge 1 trip for A and 1 trip for B.

Each request for payment shall be supported by an invoice specifying the tasks completed in the prior month and the payment amount requested. Invoices shall be submitted for payment no later than the 15th day of the month.

2. AND

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. The Contractor may, with or without good cause, terminate this contract upon not less than 30 days' written notice to the County (sending such notice to the person listed in Section 23) and timely termination by the Contractor shall not constitute a breach of contract or default. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

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

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

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

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

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

13. Defense and Indemnity Agreement.

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

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

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

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

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

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

actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

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

18. INTENTIONALLY BLANK

19. INTENTIONALLY BLANK

20. Disputes:

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

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

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

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

21. INTENTIONALLY BLANK

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

the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name: Nathan Millett

Title: Deputy Coroner/Death Investigation Supervisor

Address: 223 E. 4th Street, Suite 11, Port Angeles, WA 98362

Telephone: (360) 565-2669

E-mail: nathan.millett@clallamcountywa.gov

Fax:

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

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

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

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

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

28. Time is of the Essence. Contractor recognizes the Coroner's Office may request assistance at any time of the day or night and it shall perform its duties and obligations under this Agreement in a manner consistent with good business practices and as soon as is practicable for them.

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

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications

which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

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

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

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

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

    (d) General Conditions (Attachment C).

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

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, then each party shall be responsible for payment of its own attorney fees and costs.

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

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-17, 22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

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

SPECIAL TERMS AND CONDITIONS

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

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☒ Other (specify): As determined by the Contractor, but not less than twice annually.

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

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

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

☒ COMMERCIAL GENERAL LIABILITY:

Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$50,000	per occurrence
	$1,000,000	aggregate

☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail) $1,000,000 per occurrence

☒ WORKERS COMPENSATION: Not less than the Statutory amount

☐	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	$	per occurrence
		$	aggregate
	Property damage liability	$	per occurrence
		$	aggregate
☒	BUSINESS AUTOMOBILE LIABILITY:	$500,000	per occurrence

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

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

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

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

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

Failure to obtain and maintain the policies of insurance required by this Attachment D shall authorize the County to withhold all or a portion of the compensation otherwise due to the Contractor.

2d

AGENDA ITEM SUMMARY

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

DEC 2 6 2023

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date:** **12/11/2023**

REGULAR AGENDA ☒ **Meeting Date:** **12/26/2023**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 117.23.003
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
2024 STOP Violence Against Women Formula Grant. Total for 2024 is $16,901.
The funds from this grant will cover a portion of the salary for a Victim Witness Coordinator to better serve victims of domestic violence, sexual assault, dating violence, and stalking.

PLEASE NOTE FINAL SIGNATURE WILL BE FILED ELECTRONICALLY

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

None. These grant funds are already addressed in the 2024 Budget.

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

Approve and electronically sign all required pages.

County Official signature & print name: Mark Nichols

Name of Employee/Stakeholder attending meeting: Christi Wojnowski

Relevant Departments: Prosecuting Attorney's Office

Date submitted: 12/6/2023

---

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

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

DocuSign Envelope ID: 28E16443-9043-46C0-ACA4-2A9F0BA71931

117.23.003

Washington State Department of Commerce

Federal Interagency Grant Agreement with

Clallam County Prosecuting Attorney's Office

through

Office of Crime Victims Advocacy
Community Services Division

Grant Number:
F23-31103-053

For

STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.

Dated: Monday, January 1, 2024

Washington State Department of Commerce

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Washington State Department of Commerce

Face Sheet

Grant Number: F23-31103-053

Community Services Division, Office of Crime Victims Advocacy
FFY 2023 Violence Against Women STOP Grant Program

☒ **Subrecipient**
☐ **Contractor**

1. Grantee CLALLAM, COUNTY OF DBA PROSECUTING ATTORNEY, 223 E 4TH ST STE 3 PORT ANGELES,WA 98362		**2. Grantee Doing Business As (as applicable)** Clallam County Prosecuting Attorney's Office	
3. Grantee Representative Christi Wojnowski Manager of Administration & Support (360) 417-2297 cwojnowski@co.clallam.wa.us		**4. COMMERCE Representative** Lisa Lipsey Program Coordinator (564) 669-3830 lisa.lipsey@commerce.wa.gov	PO Box 42525 98504-2525 1011 Plum Street SE Olympia, WA 98501
5. Grant Amount $16,901.00	**6. Funding Source** **Federal: ☑ State: ☐ Other: ☐ N/A: ☐**	**7. Start Date** 01/01/2024	**8. End Date** 12/31/2024
9. Federal Funds (as applicable) $16,901.00	**Federal Agency:** Department of Justice, OVW	**ALN** 16.588	**Indirect Rate** N/A
10. Tax ID # N/A	**11. SWV #** SWV0000200-12	**12. UBI #** 601639015	**13. UEI #** JV6JJNELRBS5

14. Grant Purpose
STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Award Acceptance, Attachment "B" – EEOP Compliance Certification Form, Attachment "C" – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters, Attachment "D" – Scope of Work, Attachment "E" – Budget, and Grantee's Application for Funding as submitted and approved by COMMERCE.

FOR GRANTEE	**FOR COMMERCE**
~~Mark Nichols~~ ~~Prosecuting Attorney~~ Name, Title	Cindy Guertin-Anderson, Deputy Director
Signature	Date
Date	**APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Washington State Department of Commerce

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Grantee enter into this Agreement pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 09/01/2021
Federal Award Identification Number (FAIN): 15JOVW-21-GG-00548-MUMU
Total amount of the federal award: $3,449,421.00
Total amount of federal award 15JOVW-21-GG-00548-MUMU funding in this grant: $0.00
Awarding official: Rosemarie Hildago, Director (202) 307-6026

Federal Award Date: 09/13/2022
Federal Award Identification Number (FAIN): 15JOVW-22-GG-00458-STOP
Total amount of the federal award: $3,060,021.0
Total amount of federal award 15JOVW-22-GG-00458-STOP funding in this grant: $0.00
Awarding official: Rosemarie Hildago, Director (202) 307-6026

Federal Award Date: 09/13/2023
Federal Award Identification Number (FAIN): 15JOVW-23-GG-00608-STOP
Total amount of the federal award: $3,784,202.00
Total amount of federal award 15JOVW-23-GG-00608-STOP funding in this grant: $16,901.00
Awarding official: Rosemarie Hildago, Director (202) 307-6026

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

"This project was supported by Subgrant No. **F23-31103-053** awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice. Grant funds are administered by the Office of Crime Victims Advocacy, Community Services Division, Washington State Department of Commerce."

3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 C.F.R. Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS AND DOJ GRANTS FINANCIAL GUIDE

The Grantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The current edition of the DOJ Grants Financial Guide can be found at: https://www.ojp.gov/doj-financial-guide-2022.

The Grantee also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for six (6) years after the Grant end date or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

5. AUDIT

If the Grantee expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

Submit to COMMERCE the reporting package specified in Uniform Guidance 2 C.F.R. 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the Federal Audit Clearinghouse.

6. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of program activities provided and receipt of properly completed invoices which shall be submitted to the Representative for COMMERCE at least quarterly, but not more than monthly.

Invoices shall be submitted to Lisa Lipsey, Program Coordinator, electronically by email to lisa.lipsey@commerce.wa.gov or via Secure Access Washington to the Commerce Contract Management System (CMS).

If required, the attachments to the invoice request in the Commerce Contract Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and COMMERCE will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Grant, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report.

7. COMPENSATION

COMMERCE shall pay an amount not to exceed **$16,901.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment D – Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment E – Budget.

Grantee shall provide a non-federal match. The total match to be provided shall be at least **$5,634.00** unless otherwise agreed upon and fulfilled by STOP Grant county partners. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. An expended amount of match funds must be identified on the invoice voucher form provided by COMMERCE.

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

Payment will be on a reimbursement basis only.

Consultant/contractor fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day. Grantees are required to maintain documentation to support all daily or hourly rates.

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

8. COMPLIANCE WITH 41 U.S.C. 4712 (INCLUDING PROHIBITIONS ON REPRISAL; NOTICE TO EMPLOYEES)

The Grantee, and any subgrantee at any tier, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Grantee is to contact COMMERCE for guidance.

9. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PARTS 38, 42, AND 54

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Grantee and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Grantees and subgrantees that are faith-based or religious organizations.

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10. COMPLIANCE WITH GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS

The Grantee, and any subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at: https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by the Grantee (or a subgrantee) would or might fall within the scope of an appropriations-law restriction, the Grantee is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.

11. COMPUTER NETWORK REQUIREMENT

Grantees may not use any award funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities or victim assistance-related activity.

12. CONFERENCES, MEETINGS, AND TRAININGS

The Grantee, and any subgrantee, must comply with all applicable laws, regulations, policies, and official Department of Justice (DOJ) guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ, including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the Office on Violence Against Women (OVW) website at: https://www.justice.gov/ovw/conference-planning.

OVW Training Guiding Principles

The Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at: https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf.

Food and Beverage Costs

The Grantee agrees STOP Formula Grant Program funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: https://www.justice.gov/ovw/page/file/1008816/download.

13. CONFIDENTIALITY AND INFORMATION SHARING

The Grantee agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 C.F.R. 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at: https://www.justice.gov/ovw/resources-and-faqs-grantees. The Grantee also agrees to ensure that all subgrantees at any tier meet these requirements.

14. COPYRIGHTED WORKS

Pursuant to 2 C.F.R. 200.315(b), the Grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Grant. The Office on Violence Against Women (OVW) reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subgrantee of this Grant, for federal purposes, and to authorize others to do so.

In addition, the Grantee (or any subgrantee, contractor, or subcontractor of this Grant at any tier) must obtain advance written approval from the COMMERCE representative assigned to this Grant, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using Grant funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this Grant.

It is the responsibility of the Grantee (and of each subgrantee, contractor, or subcontractor as applicable) to ensure that this condition is included in any subgrant, contract, or subcontract under this award.

15. DEBARMENT

A. Grantee, defined as the primary participant and its principals, certifies by signing these Special Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Grantee may contact COMMERCE for assistance in obtaining a copy of these regulations.

16. DETERMINATIONS OF SUITABILITY TO INTERACT WITH PARTICIPATING MINORS

The Grantee, and any subgrantee at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at: https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

18. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

19. GRANT MODIFICATION

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may analyze Grant expenditures as a proportion of the Grant budget. If COMMERCE determines, in its sole discretion, that the Grant funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Grant to reduce the balance of the Grant budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other Grantees for the provision of eligible program activities.

20. INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of up to ten percent (10%) of modified total direct costs (MTDC) may be used.

21. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

22. NON-COMPLIANCE WITH NON-DISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this Grant may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant.

23. NON-SUPPLANTING

The Grantee agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this Grant. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this Grant, recoupment of monies provided under this Grant, and civil and/or criminal penalties.

24. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NONCOMPLIANCE

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the Grantee, any subgrantee at any tier, or a program partner or participant receiving Grant funds, the Grantee will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and COMMERCE.

The Grantee, and any subgrantee at any tier, shall include a statement clearly stating whether or not the finding is related to any Grant activity supported with a Grant in which U.S. Department of Justice funds are involved, and identify all open grants and contracts utilizing U.S. Department of Justice funding by grant or contract number and program title.

25. ONGOING COMPLIANCE WITH STATUTORY CERTIFICATIONS

The Grantee agrees that compliance with the statutory certification requirements is an ongoing responsibility during the Grant period and that, at a minimum, a hold may be placed on the Grantee's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-centered prosecution), and 34 U.S.C. 10446(d)(6) (regarding award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the Grant or other remedial measures, in accordance with applicable laws and regulations.

26. POLICY FOR RESPONSE TO WORKPLACE-RELATED INCIDENTS OF SEXUAL MISCONDUCT, DOMESTIC VIOLENCE, AND DATING VIOLENCE

The Grantee, and any subgrantee at any tier, must have a policy, or issue a policy within 270 days of the Grant start date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at: https://www.justice.gov/ovw/award-conditions

(Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

27. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 U.S.C. 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. POTENTIAL FRAUD, WASTE, ABUSE, AND SIMILAR MISCONDUCT

The Grantee agrees to promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

All Grantees must establish procurement policies and procedures in accordance with 2 C.F.R. Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.

B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

C. Minimum procedural requirements, as follows:

1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
3. Positive efforts shall be made to use small and minority-owned businesses.
4. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
5. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
6. Some form of price or cost analysis should be performed in connection with every procurement action.
7. Procurement records and files for purchases shall include all of the following:
   a. Subcontractor selection or rejection.

b. The basis for the cost or price.

c. Justification for lack of competitive bids if offers are not obtained.

8. A system for contract administration to ensure subcontractor conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.

D. Grantee and any subgrantees must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Grant is expected to exceed $5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

30. REPORTING

The Grantee shall submit an annual progress report electronically on a form provided by COMMERCE for the work performed. The electronic report is due to COMMERCE **January 15, 2025** (for the performance period January 1, 2024 through December 31, 2024). The Grantee shall maintain documentation and records that support the progress report.

31. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

The Grantee, and any subgrantee at any tier, must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Grantee's breach procedures, and the procedures of any subgrantee at any tier, must include a requirement to report actual or imminent breach of PII to COMMERCE no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

32. REQUIREMENTS PERTAINING TO PROHIBITED CONDUCT RELATED TO THE TRAFFICKING IN PERSONS (INCLUDING REPORTING REQUIREMENTS AND OVW AUTHORITY TO TERMINATE AWARD)

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Grantee, subgrantees, or individuals defined (for purposes of this condition) as "employees" of the Grantee or of any subgrantees. The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at: https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

33. REQUIREMENTS RELATED TO SYSTEM FOR AWARD MANAGEMENT AND UNIQUE ENTITY IDENTIFIERS

Grantees must have obtained a Unique Entity Identifier from the System for Award Management (SAM), currently at https://www.sam.gov, and provided their Unique Entity Identifier to OCVA. Grantees are not required to maintain an active SAM registration, but must obtain a Unique Entity Identifier.

34. RESTRICTIONS ON "LOBBYING" AND POLICY DEVELOPMENT

In general, as a matter of federal law, federal funds may not be used by the Grantee, or any subgrantee at any tier, either directly or indirectly, in support of the enactment, repeal, modification or

adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The Grantee, or any subgrantee may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by the Office on Violence Against Women from being used by the Grantee, or any subgrantee at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, grant, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by the Grantee (or any subgrantee) would or might fall within the scope of these prohibitions, the Grantee is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.

35. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, Grantees are required to make reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at: www.lep.gov.

36. STATUTORY AND REGULATORY REQUIREMENTS

The Grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq. and OVW's implementing regulations at 28 C.F.R. Part 90.

37. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees/subcontractors and the portion of Grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors. "Subgrantees/subcontractors" shall mean subgrantees of any tier.

38. VAWA 2013 NON-DISCRIMINATION PROVISION

The Grantee acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Grant. Grantees may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the programs, so long as the Grantee provides comparable services to those who cannot be provided with sex-segregated or sex-specific programming. The Grantee agrees that it will comply with this provision.

The Grantee also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

39. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- Attachment A: Award Acceptance
- Attachment B: EEOP Compliance Certification Form
- Attachment C: Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters
- Attachment D: Scope of Work
- Attachment E: Budget
- General Terms and Conditions
- Application for Funding as submitted and approved by COMMERCE

General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.

D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.

E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

G. "State" shall mean the state of Washington.

H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

I. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant or contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

J. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grant without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within 24 hours of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The

Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten (10) calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

15. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

16. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

A. Stop work under the Grant on the date, and to the extent specified, in the notice;

B. Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grantee unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Award Acceptance

By signing the certification below, I--

A. Declare to the U.S. Department of Justice (DOJ), and COMMERCE under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance:

1. I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and
2. I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant:

1. I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ and COMMERCE will rely upon this declaration and certification as a material representation; and
2. I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Clallam County Prosecuting Attorney's Office
Agency Name

Mark Nichols	Prosecuting Attorney
Name of Authorized Official	Title of Authorized Official
Mark Nichols	Nov. 30, 2023
Signature of Authorized Official	Date

Washington State Department of Commerce

Attachment B: EEOP Compliance Certification Form

Recipient's Name: Clallam County Prosecuting Attorney's Office	
Address: DBA PROSECUTING ATTORNEY 223 E 4TH ST STE 3, PORT ANGELES, WA 98362	
Is agency a ☐ Direct or ☑ Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? ☐ Yes ☐ No
UEI Number: JV6JJNELRBS5	Vendor Number (only if direct recipient): N/A
Name and Title of Contact Person: Christi Wojnowski, Manager of Administration & Support	
Telephone Number: (360) 417-2297	E-Mail Address: cwojnowski@co.clallam.wa.us

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

☐ Less than fifty employees. ☐ Indian tribe. ☐ Medical Institution.

☐ Nonprofit Organization. ☐ Educational Institution. ☐ Receiving an award less than $25,000

I, _____ [*responsible official*], certify that [*recipient*] is not required to prepare an EEOP for the reason(s) checked above, pursuit to 28 C.F.R. § 42.302. I further certify that _____ [*recipient*] will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

_____

Print or Type Name and Title *Signature* *Date*

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient has fifty or more employees and is receiving a single award or, subaward of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Tammy Sullenger [*responsible official*], certify that Clallam County [*recipient*] Which has fifty or more employees and is receiving a single award for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 C.F.R. pt. 42, subpt E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Clallam County Human Resources

[organization],

223 E 4th Street, Port Angeles, WA 98362

[address].

Tammy Sullenger Sr Risk Mgmt Prof Tammy Sullenger 12/05/23

Print or Type Name and Title *Signature* *Date*

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 C.F.R. pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

_____

Print or Type Name and Title *Signature* *Date*

DocuSign Envelope ID: 28E16443-9043-46C0-ACA4-2A9F0BA71931

Attachment C: Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

A. In accepting this award, the recipient—

1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

B. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

1. it represents that—

   a. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   b. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

2. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Clallam County Prosecuting Attorney's Office
Agency Name

Mark Nichols — Prosecuting Attorney
Name of Authorized Official — Title of Authorized Official

Mark Nichols — Nov. 30, 2023
Signature of Authorized Official — Date

Attachment D: Scope of Work

January 1, 2024 through December 31, 2024

Clallam County Prosecuting Attorney's Office shall provide staff and furnish goods and services necessary to accomplish the activities under the STOP Violence Against Women Formula Grant Program during the Grant period.

This Grant is not a Benefit or Entitlement to the Grantee. It is not to be used to acquire property or services for the state government's direct benefit. The principle purpose of this Grant is to provide funding for Clallam County Prosecuting Attorney's Office to accomplish a public purpose.

Funding from this Grant must be used to support the Grantee's STOP Violence Against Women Formula Grant Program. Grantee must ensure that activities funded under this Grant program are available to adult or youth victims (ages 11 or older) of domestic violence, sexual assault, stalking or dating violence during Grantee's regular business hours and shall include, but not be limited to:

- System-based advocacy on behalf of the victim;
- information and support for victims;
- assistance with obtaining protection orders or other court documents;
- assistance with restitution;
- assistance in accessing Crime Victims Compensation benefits;
- notification of hearings and other relevant events;
- referrals to other agencies which can provide information for a victim;
- active collaboration with victim services and law enforcement to ensure a supportive and strong coordinated response for victims of domestic violence, sexual assault, dating violence, and/or stalking; and
- ensuring that goods and services, supplies or direct costs supported by this grant program are related to issues involving adult or youth victims (ages 11 or older) of domestic violence, sexual assault, dating violence and/or stalking.

Services provided must be consistent with current state and federal laws and mandates.

Outreach, Public Awareness and Education Activities

Grant funds may only be used to support, inform, and outreach to victims about available services. Grantee agrees Grant funds cannot be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault or stalking.

Coordinated Community Response Team

The Grantee and subgrantees, if applicable, shall participate at least quarterly, in the county's Coordinated Community Response Team to increase the safety of victims of domestic violence, sexual assault, dating violence and/or stalking and hold offenders accountable. OCVA Program Staff may conduct periodic checks for compliance with participation in the CCR Team. Noncompliance may result in suspension of payments to Grantee under this Grant.

Victim Safety and Recovery

The Grantee and subgrantees, if applicable, agree that these funds will not support activities that compromise victim safety and recovery and undermine offender accountability, such as:

A. Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition,

criminal record, work in the sex industry, income or lack of income, or the age and/or sex of their children.

B. Procedures or policies that compromise the confidentiality of information and/or privacy of persons receiving services.

C. Procedures or policies that require victims to take certain actions (e.g., seek an order of protection, receive counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies) in order to receive services.

D. Procedures or policies that fail to include conducting safety planning with victims.

E. Project designs, products, services, and/or budgets that fail to account for the unique needs of individuals with disabilities, with limited English proficiency, or who are Deaf or hard of hearing, including accessibility for such individuals.

The Office on Violence Against Women (OVW) does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Deliverables

The Grantee shall be responsible for the following deliverables:

A. Participation in coordinated community response meetings at least quarterly – As detailed above

B. Reports – As described in Section 30 of the Special Terms and Conditions

C. Vouchers – Must be submitted at least quarterly

Performance Measures

Provision of the deliverables listed above will be measured using the following performance measures:

A. Participation in at least 75% of coordinated community response meetings

B. 100% of required reports will be submitted on time

C. 90% of vouchers will be completed on time

Attachment E: Budget

January 1, 2024 through December 31, 2024

Budget	STOP - Prosecution
Salaries	$16,901.00
Grant Total	$16,901.00
Match	$5,634.00
Project Total	$22,535.00

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

The cost of allowable equipment purchased with these funds must be prorated to Grant activity usage, unless items are used 90% or more on Grant activities. Equipment authorized to be purchased with Grant funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution. Equipment must also be purchased within the first quarter of the Grant.

Printing of Materials: OCVA must forward requests to print brochures, billboards, and other publications developed with grant funds to the Office on Violence Against Women not less than twenty (20) days prior to public release of the materials. If approved, the printing must be completed within the first three (3) months of the Grant.

Food and Beverage Costs: The Grantee agrees Grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: https://www.justice.gov/ovw/page/file/1008816/download.

Consultant/contractor fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day. Grantees are required to maintain documentation to support all daily or hourly rates.

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Washington State Department of Commerce

DocuSign Contract Review and Routing Form

Office of Crime Victims Advocacy

Reviewed by:	Title:	I verify that I have:	Date:
Lisa Lipsey	Grant Manager	Proofed documents	11/27/2023 | 10:23 AM PST
Jodine Honeysett	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	11/27/2023 | 11:58 AM PST
Trisha Smith	Assistant or Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	11/27/2023 | 1:22 PM PST

Use if Grant Manager needs to verify Grantee submission before Assistant Director's signature			
Reviewed by:	**Title:**	**I verify that I have:**	**Date:**
	Grant Manager	Checked that Grantee has completed all required certifications and/or forms	

DocuSign

Certificate Of Completion

Envelope Id: 28E16443904346C0ACA42A9F0BA71931
Status: Sent
Subject: Complete with DocuSign: OCVA FFY 2023 VAWA STOP Grant - Clallam County PAO
Division:
Community Services and Housing
Program: OCVA
ContractNumber: F23-31103-053
DocumentType: Contract
Source Envelope:
Document Pages: 28
Signatures: 0
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kelly Tracy
1011 Plum Street SE
MS 42525
Olympia, WA 98504-2525
kelly.tracy@commerce.wa.gov
IP Address: 198.239.106.250

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Jodine Honeysett jodine.honeysett@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.239.10.247	Sent: 11/27/2023 10:23:03 AM Viewed: 11/27/2023 11:57:10 AM Signed: 11/27/2023 11:58:24 AM
Trisha Smith trisha.smith@commerce.wa.gov AMD WA State Dept of Commerce Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 147.55.149.158	Sent: 11/27/2023 11:58:25 AM Viewed: 11/27/2023 1:21:54 PM Signed: 11/27/2023 1:22:09 PM
Mark Nichols mark.nichols@clallamcountywa.gov Prosecuting Attorney Clallam County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/30/2023 7:53:56 AM ID: 763a9382-de1c-4521-983d-6b6b84b12281		Sent: 11/27/2023 1:22:11 PM Viewed: 11/30/2023 7:53:56 AM

Signer Events	Signature	Timestamp
Cindy Guertin-Anderson cindy.guertin-anderson@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

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Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

2e

DEC 2 6 2023

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 811-23-15
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: This STOP Violence Against Women Formula Grant, state contract F23-31103-054, is an annual renewal providing reimbursement for eligible training costs for law enforcement deputies or officers from the Sheriff's Office, Port Angeles Police Department, and Sequim Police Department. This year also provides funding for the purchase of a specialized camera capable of capturing evidentiary quality photos of deep tissue discoloration regardless of skin tone. The total award is $12,000 for the period of Jan – Dec, 2024.

Budgetary impact: Will be added via supplemental.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Beth Waknitz

Relevant Departments: Sheriff

Date submitted: 12/6/23

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

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

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811-23-15

Washington State Department of Commerce

Federal Interagency Grant Agreement with

Clallam County Sheriff's Office

through

Office of Crime Victims Advocacy

Community Services Division

Grant Number:
F23-31103-054

For

STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.

Dated: Monday, January 1, 2024

Washington State Department of Commerce

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Face Sheet

Grant Number: F23-31103-054

Community Services Division, Office of Crime Victims Advocacy ☒**Subrecipient**
FFY 2023 Violence Against Women STOP Grant Program ☐**Contractor**

1. Grantee	2. Grantee Doing Business As (as applicable)
CLALLAM, COUNTY OF DBA SHERIFF, 223 E 4TH ST STE 3 PORT ANGELES,WA 98362	Clallam County Sheriff's Office
3. Grantee Representative	**4. COMMERCE Representative**
Elizabeth Waknitz Chief Civil Deputy (360) 417-2393 elizabeth.waknitz@clallamcountywa.gov	Lisa Lipsey Program Coordinator (564) 669-3830 lisa.lipsey@commerce.wa.gov PO Box 42525 98504-2525 1011 Plum Street SE Olympia, WA 98501

5. Grant Amount	6. Funding Source	7. Start Date	8. End Date
$12,000.00	Federal: ☑ State: ☐ Other: ☐ N/A: ☐	01/01/2024	12/31/2024

9. Federal Funds (as applicable)	Federal Agency:	ALN	Indirect Rate
$12,000.00	Department of Justice, OVW	16.588	N/A

10. Tax ID #	11. SWV #	12. UBI #	13. UEI #
N/A	SWV0000200-05	054004559	JV6JJNELRBS5

14. Grant Purpose
STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Award Acceptance, Attachment "B" – EEOP Compliance Certification Form, Attachment "C" – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters, Attachment "D" – Scope of Work, Attachment "E" – Budget, and Grantee's Application for Funding as submitted and approved by COMMERCE.

FOR GRANTEE	FOR COMMERCE
Mark Ozias Chair, County Commissioners Name, Title	Cindy Guertin-Anderson, Deputy Director
Signature	Date
Date	**APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE**

Approved as to Form
Deputy Prosecutor

Washington State Department of Commerce

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Grantee enter into this Agreement pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 09/01/2021
Federal Award Identification Number (FAIN): 15JOVW-21-GG-00548-MUMU
Total amount of the federal award: $3,449,421.00
Total amount of federal award 15JOVW-21-GG-00548-MUMU funding in this grant: $0.00
Awarding official: Rosemarie Hildago, Director (202) 307-6026

Federal Award Date: 09/13/2022
Federal Award Identification Number (FAIN): 15JOVW-22-GG-00458-STOP
Total amount of the federal award: $3,060,021.0
Total amount of federal award 15JOVW-22-GG-00458-STOP funding in this grant: $0.00
Awarding official: Rosemarie Hildago, Director (202) 307-6026

Federal Award Date: 09/13/2023
Federal Award Identification Number (FAIN): 15JOVW-23-GG-00608-STOP
Total amount of the federal award: $3,784,202.00
Total amount of federal award 15JOVW-23-GG-00608-STOP funding in this grant: $12,000.00
Awarding official: Rosemarie Hildago, Director (202) 307-6026

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

"This project was supported by Subgrant No. **F23-31103-054** awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice. Grant funds are administered by the Office of Crime Victims Advocacy, Community Services Division, Washington State Department of Commerce."

3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 C.F.R. Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS AND DOJ GRANTS FINANCIAL GUIDE

The Grantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The current edition of the DOJ Grants Financial Guide can be found at: https://www.ojp.gov/doj-financial-guide-2022.

The Grantee also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for six (6) years after the Grant end date or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

Washington State Department of Commerce

5. AUDIT

If the Grantee expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

Submit to COMMERCE the reporting package specified in Uniform Guidance 2 C.F.R. 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the *Federal Audit Clearinghouse*.

6. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of program activities provided and receipt of properly completed invoices which shall be submitted to the Representative for COMMERCE at least quarterly, but not more than monthly.

Invoices shall be submitted to Lisa Lipsey, Program Coordinator, electronically by email to lisa.lipsey@commerce.wa.gov or via Secure Access Washington to the Commerce Contract Management System (CMS).

If required, the attachments to the invoice request in the Commerce Contract Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and COMMERCE will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Grant, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report.

Washington State Department of Commerce

7. COMPENSATION

COMMERCE shall pay an amount not to exceed **$12,000.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment D – Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment E – Budget.

Grantee shall provide a non-federal match. The total match to be provided shall be at least **$4,000.00** unless otherwise agreed upon and fulfilled by STOP Grant county partners. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. An expended amount of match funds must be identified on the invoice voucher form provided by COMMERCE.

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

Payment will be on a reimbursement basis only.

Consultant/contractor fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day. Grantees are required to maintain documentation to support all daily or hourly rates.

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

8. COMPLIANCE WITH 41 U.S.C. 4712 (INCLUDING PROHIBITIONS ON REPRISAL; NOTICE TO EMPLOYEES)

The Grantee, and any subgrantee at any tier, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Grantee is to contact COMMERCE for guidance.

9. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PARTS 38, 42, AND 54

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Grantee and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Grantees and subgrantees that are faith-based or religious organizations.

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10. COMPLIANCE WITH GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS

The Grantee, and any subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at: https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by the Grantee (or a subgrantee) would or might fall within the scope of an appropriations-law restriction, the Grantee is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.

11. COMPUTER NETWORK REQUIREMENT

Grantees may not use any award funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities or victim assistance-related activity.

12. CONFERENCES, MEETINGS, AND TRAININGS

The Grantee, and any subgrantee, must comply with all applicable laws, regulations, policies, and official Department of Justice (DOJ) guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ, including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the Office on Violence Against Women (OVW) website at: https://www.justice.gov/ovw/conference-planning.

OVW Training Guiding Principles

The Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at: https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf.

Food and Beverage Costs

The Grantee agrees STOP Formula Grant Program funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: https://www.justice.gov/ovw/page/file/1008816/download.

13. CONFIDENTIALITY AND INFORMATION SHARING

The Grantee agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 C.F.R. 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at: https://www.justice.gov/ovw/resources-and-faqs-grantees. The Grantee also agrees to ensure that all subgrantees at any tier meet these requirements.

14. COPYRIGHTED WORKS

Pursuant to 2 C.F.R. 200.315(b), the Grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Grant. The Office on Violence Against Women (OVW) reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subgrantee of this Grant, for federal purposes, and to authorize others to do so.

In addition, the Grantee (or any subgrantee, contractor, or subcontractor of this Grant at any tier) must obtain advance written approval from the COMMERCE representative assigned to this Grant, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using Grant funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this Grant.

It is the responsibility of the Grantee (and of each subgrantee, contractor, or subcontractor as applicable) to ensure that this condition is included in any subgrant, contract, or subcontract under this award.

15. DEBARMENT

A. Grantee, defined as the primary participant and its principals, certifies by signing these Special Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Grantee may contact COMMERCE for assistance in obtaining a copy of these regulations.

16. DETERMINATIONS OF SUITABILITY TO INTERACT WITH PARTICIPATING MINORS

The Grantee, and any subgrantee at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at: https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

18. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

19. GRANT MODIFICATION

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may analyze Grant expenditures as a proportion of the Grant budget. If COMMERCE determines, in its sole discretion, that the Grant funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Grant to reduce the balance of the Grant budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other Grantees for the provision of eligible program activities.

20. INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of up to ten percent (10%) of modified total direct costs (MTDC) may be used.

21. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

22. NON-COMPLIANCE WITH NON-DISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this Grant may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant.

23. NON-SUPPLANTING

The Grantee agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this Grant. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this Grant, recoupment of monies provided under this Grant, and civil and/or criminal penalties.

24. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NONCOMPLIANCE

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the Grantee, any subgrantee at any tier, or a program partner or participant receiving Grant funds, the Grantee will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and COMMERCE.

The Grantee, and any subgrantee at any tier, shall include a statement clearly stating whether or not the finding is related to any Grant activity supported with a Grant in which U.S. Department of Justice funds are involved, and identify all open grants and contracts utilizing U.S. Department of Justice funding by grant or contract number and program title.

25. ONGOING COMPLIANCE WITH STATUTORY CERTIFICATIONS

The Grantee agrees that compliance with the statutory certification requirements is an ongoing responsibility during the Grant period and that, at a minimum, a hold may be placed on the Grantee's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-centered prosecution), and 34 U.S.C. 10446(d)(6) (regarding award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the Grant or other remedial measures, in accordance with applicable laws and regulations.

26. POLICY FOR RESPONSE TO WORKPLACE-RELATED INCIDENTS OF SEXUAL MISCONDUCT, DOMESTIC VIOLENCE, AND DATING VIOLENCE

The Grantee, and any subgrantee at any tier, must have a policy, or issue a policy within 270 days of the Grant start date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at: https://www.justice.gov/ovw/award-conditions

(Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

27. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 U.S.C. 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. POTENTIAL FRAUD, WASTE, ABUSE, AND SIMILAR MISCONDUCT

The Grantee agrees to promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

All Grantees must establish procurement policies and procedures in accordance with 2 C.F.R. Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.

B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

C. Minimum procedural requirements, as follows:

1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
3. Positive efforts shall be made to use small and minority-owned businesses.
4. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
5. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
6. Some form of price or cost analysis should be performed in connection with every procurement action.
7. Procurement records and files for purchases shall include all of the following:
   a. Subcontractor selection or rejection.

b. The basis for the cost or price.

c. Justification for lack of competitive bids if offers are not obtained.

8. A system for contract administration to ensure subcontractor conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.

D. Grantee and any subgrantees must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Grant is expected to exceed $5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

30. REPORTING

The Grantee shall submit an annual progress report electronically on a form provided by COMMERCE for the work performed. The electronic report is due to COMMERCE **January 15, 2025** (for the performance period January 1, 2024 through December 31, 2024). The Grantee shall maintain documentation and records that support the progress report.

31. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

The Grantee, and any subgrantee at any tier, must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Grantee's breach procedures, and the procedures of any subgrantee at any tier, must include a requirement to report actual or imminent breach of PII to COMMERCE no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

32. REQUIREMENTS PERTAINING TO PROHIBITED CONDUCT RELATED TO THE TRAFFICKING IN PERSONS (INCLUDING REPORTING REQUIREMENTS AND OVW AUTHORITY TO TERMINATE AWARD)

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Grantee, subgrantees, or individuals defined (for purposes of this condition) as "employees" of the Grantee or of any subgrantees. The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at: https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

33. REQUIREMENTS RELATED TO SYSTEM FOR AWARD MANAGEMENT AND UNIQUE ENTITY IDENTIFIERS

Grantees must have obtained a Unique Entity Identifier from the System for Award Management (SAM), currently at https://www.sam.gov, and provided their Unique Entity Identifier to OCVA. Grantees are not required to maintain an active SAM registration, but must obtain a Unique Entity Identifier.

34. RESTRICTIONS ON "LOBBYING" AND POLICY DEVELOPMENT

In general, as a matter of federal law, federal funds may not be used by the Grantee, or any subgrantee at any tier, either directly or indirectly, in support of the enactment, repeal, modification or

adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The Grantee, or any subgrantee may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by the Office on Violence Against Women from being used by the Grantee, or any subgrantee at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, grant, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by the Grantee (or any subgrantee) would or might fall within the scope of these prohibitions, the Grantee is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.

35. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, Grantees are required to make reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at: www.lep.gov.

36. STATUTORY AND REGULATORY REQUIREMENTS

The Grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq. and OVW's implementing regulations at 28 C.F.R. Part 90.

37. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees/subcontractors and the portion of Grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors. "Subgrantees/subcontractors" shall mean subgrantees of any tier.

38. VAWA 2013 NON-DISCRIMINATION PROVISION

The Grantee acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Grant. Grantees may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the programs, so long as the Grantee provides comparable services to those who cannot be provided with sex-segregated or sex-specific programming. The Grantee agrees that it will comply with this provision.

The Grantee also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

39. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- Attachment A: Award Acceptance
- Attachment B: EEOP Compliance Certification Form
- Attachment C: Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters
- Attachment D: Scope of Work
- Attachment E: Budget
- General Terms and Conditions
- Application for Funding as submitted and approved by COMMERCE

Washington State Department of Commerce

General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.

D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.

E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

G. "State" shall mean the state of Washington.

H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

I. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant or contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

J. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

Washington State Department of Commerce

4. ASSIGNMENT

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grant without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within 24 hours of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The

Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Washington State Department of Commerce

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten (10) calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

15. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

16. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

A. Stop work under the Grant on the date, and to the extent specified, in the notice;

B. Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grantee unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Award Acceptance

By signing the certification below, I--

A. Declare to the U.S. Department of Justice (DOJ), and COMMERCE under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance:

1. I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and
2. I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant:

1. I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ and COMMERCE will rely upon this declaration and certification as a material representation; and
2. I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Clallam County Sheriff's Office
Agency Name

Mark Ozias	Chair, County Commissioners
Name of Authorized Official	Title of Authorized Official
Signature of Authorized Official	Date

Approved as to Form
Deputy Prosecutor

Attachment B: EEOP Compliance Certification Form

Recipient's Name: Clallam County Sheriff's Office	
Address: DBA SHERIFF 223 E 4TH ST STE 3, PORT ANGELES, WA 98362	
Is agency a ☐ Direct or ☑ Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? ☐ Yes ☐ No
UEI Number: JV6JJNELRBS5	Vendor Number (only if direct recipient): N/A
Name and Title of Contact Person: Elizabeth Waknitz, Chief Civil Deputy	
Telephone Number: (360) 417-2393	E-Mail Address: Elizabeth.waknitz@clallamcountywa.gov

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

☐ Less than fifty employees. ☐ Indian tribe. ☐ Medical Institution.

☐ Nonprofit Organization. ☐ Educational Institution. ☐ Receiving an award less than $25,000

I, _____ [*responsible official*], certify that [*recipient*] is not required to prepare an EEOP for the reason(s) checked above, pursuit to 28 C.F.R. § 42.302.
I further certify that _____ [*recipient*] will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title *Signature* *Date*

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient has fifty or more employees and is receiving a single award or, subaward of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [*responsible official*], certify that _____ [*recipient*] Which has fifty or more employees and is receiving a single award for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 C.F.R. pt. 42, subpt E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____
[organization],

_____
[address].

Print or Type Name and Title *Signature* *Date*

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 C.F.R. pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title *Signature* *Date*

Attachment C: Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

A. In accepting this award, the recipient—

1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

B. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

1. it represents that—

   a. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   b. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

2. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Clallam County Sheriff's Office
Agency Name

Mark Ozias — Chair, Board of Commissioners
Name of Authorized Official — Title of Authorized Official

Signature of Authorized Official — Date

Attachment D: Scope of Work

January 1, 2024 through December 31, 2024

Clallam County Sheriff's Office shall provide staff and furnish goods and services necessary to accomplish the activities under the STOP Violence Against Women Formula Grant Program during the Grant period.

This Grant is not a Benefit or Entitlement to the Grantee. It is not to be used to acquire property or services for the state government's direct benefit. The principle purpose of this Grant is to provide funding for Clallam County Sheriff's Office to accomplish a public purpose.

Funding from this Grant must be used to support the Grantee's STOP Violence Against Women Formula Grant Program. Grantee must ensure that activities funded under this Grant program are available to adult or youth victims (ages 11 or older) of domestic violence, sexual assault, stalking or dating violence during Grantee's regular business hours and shall include, but not be limited to:

- training related to crimes involving adult or youth victims (ages 11 and older) of domestic violence, sexual assault, dating violence, and/or stalking;
- training focusing on topics or issues that will increase efforts to hold offenders accountable while enhancing law enforcement's response to adult or youth victims (ages 11 and older) of sexual assault, domestic violence, dating violence, or stalking;
- attend local and/or national training sessions;
- active collaboration with victim services and prosecution to ensure a supportive and strong coordinated response for victims of domestic violence; sexual assault, dating violence, and stalking; and
- ensuring that goods and services, supplies or administrative costs supported by this grant program are related to issues involving adult or youth victims (ages 11 and older) of domestic violence, sexual assault, dating violence or stalking.

Services provided must be consistent with current state and federal laws and mandates.

Outreach, Public Awareness and Education Activities

Grant funds may only be used to support, inform, and outreach to victims about available services. Grantee agrees Grant funds cannot be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault or stalking.

Coordinated Community Response Team

The Grantee and subgrantees, if applicable, shall participate at least quarterly, in the county's Coordinated Community Response Team to increase the safety of victims of domestic violence, sexual assault, dating violence and/or stalking and hold offenders accountable. OCVA Program Staff may conduct periodic checks for compliance with participation in the CCR Team. Noncompliance may result in suspension of payments to Grantee under this Grant.

Victim Safety and Recovery

The Grantee and subgrantees, if applicable, agree that these funds will not support activities that compromise victim safety and recovery and undermine offender accountability, such as:

A. Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, income or lack of income, or the age and/or sex of their children.

B. Procedures or policies that compromise the confidentiality of information and/or privacy of persons receiving services.

Approved as to Form
Deputy Prosecutor

C. Procedures or policies that require victims to take certain actions (e.g., seek an order of protection, receive counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies) in order to receive services.

D. Procedures or policies that fail to include conducting safety planning with victims.

E. Project designs, products, services, and/or budgets that fail to account for the unique needs of individuals with disabilities, with limited English proficiency, or who are Deaf or hard of hearing, including accessibility for such individuals.

The Office on Violence Against Women (OVW) does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Deliverables

The Grantee shall be responsible for the following deliverables:

A. Participation in coordinated community response meetings at least quarterly – As detailed above

B. Reports – As described in Section 30 of the Special Terms and Conditions

C. Vouchers – Must be submitted at least quarterly

Performance Measures

Provision of the deliverables listed above will be measured using the following performance measures:

A. Participation in at least 75% of coordinated community response meetings

B. 100% of required reports will be submitted on time

C. 90% of vouchers will be completed on time

Attachment E: Budget

January 1, 2024 through December 31, 2024

Budget	STOP - Law Enforcement
Subgrantees	$4,000.00
Goods and Services	$8,000.00
Grant Total	$12,000.00
Match	$4,000.00
Project Total	$16,000.00

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

The cost of allowable equipment purchased with these funds must be prorated to Grant activity usage, unless items are used 90% or more on Grant activities. Equipment authorized to be purchased with Grant funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution. Equipment must also be purchased within the first quarter of the Grant.

Printing of Materials: OCVA must forward requests to print brochures, billboards, and other publications developed with grant funds to the Office on Violence Against Women not less than twenty (20) days prior to public release of the materials. If approved, the printing must be completed within the first three (3) months of the Grant.

Food and Beverage Costs: The Grantee agrees Grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: https://www.justice.gov/ovw/page/file/1008816/download.

Consultant/contractor fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day. Grantees are required to maintain documentation to support all daily or hourly rates.

DocuSign Envelope ID: 12F0C3EC-3B27-40BA-A65D-C3ABAB272107

Washington State Department of Commerce

DocuSign Contract Review and Routing Form

Office of Crime Victims Advocacy

Reviewed by:	Title:	I verify that I have:	Date:
Lisa Lipsey	Grant Manager	Proofed documents	11/27/2023 | 10:09 AM PST
Jodine Honeysett	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	11/27/2023 | 10:49 AM PST
Trisha Smith	Assistant or Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	11/27/2023 | 1:25 PM PST

Use if Grant Manager needs to verify Grantee submission before Assistant Director's signature			
Reviewed by:	**Title:**	**I verify that I have:**	**Date:**
	Grant Manager	Checked that Grantee has completed all required certifications and/or forms	

DocuSign

Certificate Of Completion

Envelope Id: 12F0C3EC3B2740BAA65DC3ABAB272107
Status: Sent
Subject: Complete with DocuSign: OCVA FFY 2023 VAWA STOP Grant - Clallam County Sheriff's Office
Division:
Community Services and Housing
Program: OCVA
ContractNumber: F23-31103-054
DocumentType: Contract
Source Envelope:
Document Pages: 28
Signatures: 0
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kelly Tracy
1011 Plum Street SE
MS 42525
Olympia, WA 98504-2525
kelly.tracy@commerce.wa.gov
IP Address: 198.239.106.250

Record Tracking

Status: Original
11/21/2023 5:32:54 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Kelly Tracy
kelly.tracy@commerce.wa.gov
Pool: StateLocal
Pool: Washington State Department of Commerce

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Lisa Lipsey lisa.lipsey@commerce.wa.gov Washington State Department of Commerce Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 147.55.134.90	Sent: 11/21/2023 5:35:10 PM Viewed: 11/27/2023 10:08:45 AM Signed: 11/27/2023 10:09:36 AM
Jodine Honeysett jodine.honeysett@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.239.10.247	Sent: 11/27/2023 10:09:37 AM Viewed: 11/27/2023 10:43:35 AM Signed: 11/27/2023 10:49:08 AM
Trisha Smith trisha.smith@commerce.wa.gov AMD WA State Dept of Commerce Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 147.55.149.158	Sent: 11/27/2023 10:49:09 AM Viewed: 11/27/2023 1:25:40 PM Signed: 11/27/2023 1:25:57 PM
Brian King brian.king@clallamcountywa.gov Sheriff Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/27/2023 2:24:19 PM ID: 45495aa0-2cba-43c3-9e13-16e1674905b1		Sent: 11/27/2023 1:25:59 PM Viewed: 11/27/2023 2:24:19 PM

Signer Events	Signature	Timestamp
Cindy Guertin-Anderson cindy.guertin-anderson@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/21/2023 5:35:10 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 8/11/2020 4:44:12 PM
Parties agreed to: Brian King

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

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DEC 2 6 2023

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 813-23-02
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office has historically contracted with the Olympic Peninsula Humane Society (OPHS) for animal sheltering services based on law enforcement needs as well as on behalf of the residents of Clallam County. Previously this has been renewed and renegotiated on a periodic basis, but this amendment will allow the existing contract to remain in effect indefinitely unless terminated, provides stronger language on prioritizing services for county residents while giving flexibility for cases of large quantity, and allows for price adjustments based on Consumer Price Index (CPI) changes. These cost changes will be established in alignment with our budgeting cycle, allowing for predictable changes we can plan for.

Budgetary impact: No change to current year's budget. Price escalators are included for future built-in adjustments on the annual budget cycle.

Recommended action: BOCC approval of this contract amendment

County Official signature & print name: _____ Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Amy Bundy

Relevant Departments: Sheriff

Date submitted: 12/4/23

Contract 813-23-02

PERSONAL SERVICES AGREEMENT
AMENDMENT 1

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

Name: Olympic Peninsula Humane Society

Address: 1743 Old Olympic Highway / POB 3124

Port Angeles, WA 98362

Phone №: 360-457-8206

(hereinafter called "Contractor") and changes the following term and attachments of Agreement 813-23-01 entered into on March 30, 2023. Original contract components not amended here will remain in effect.

This Amendment is comprised of:

☒ Attachment A – Scope of Work

☒ Attachment B – Compensation

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

The term of this Amendment shall commence upon final signature and shall remain in effect unless terminated as provided elsewhere in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2023.

OLYMPIC PENINSULA HUMANE SOCIETY

_____

Jade Steel, Executive Director

Date: _____

CLALLAM COUNTY BOARD OF COMMISSIONERS

_____

Mark Ozias, Chair

Date: _____

Originals: BOCC
Vendor
Initiating Department

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

SCOPE OF WORK

Animal Sheltering

1. Shelter Facilities: The Contractor shall furnish and maintain shelter facilities and necessary equipment for handling impounded dogs and cats brought to the Contractor by the County Sheriff's office and dogs and cats brought to the Contractor by the public residing in the County. These facilities shall include, but not be limited to the following:

A. Dog and cat kennels (minimum 20 dog and 25 cat kennels).
B. An isolation room having a complete covered kennel for dangerous dogs impounded, and rabies quarantine.
C. A separate room for storing feed.
D. Facilities for the humane disposal of sick, injured and dead animals.
E. Secure and accessible after hours receiving areas for animals brought to the shelter by the Sheriff's office.
F. An external security fence.

The Contractor shall properly maintain the facilities and equipment in a clean and sanitary manner and will not permit any condition to exist that would constitute a public nuisance.

2. Hours of Operations: The Contractor shall, as a minimum requirement, keep the shelter facilities open to the public a minimum of 25 hours per week, 5 of which shall be on Saturday, or other such hours as approved by the County Project Manager. Such hours shall be posted. During such other hours the Sheriff's office may have access to the shelter via access codes.

3. Keys: The Contractor shall furnish the Sheriff's office with the access codes to enter the shelter and other keys necessary for him/her to perform official duties at the shelter.

4. Receipt and Care of Animals: The Contractor shall receive all dogs and cats brought to the shelter by the Sheriff's office. The Contractor shall receive stray dogs and cats brought to the shelter by the residents of the County during the regular business hours of the shelter. The Contractor shall accept owner-surrendered dogs and cats of county residents within 3 business days of being notified by the owner, except if the animal is dangerous or potentially dangerous then the Contractor will receive it as soon as the next business hours allow. The Contractor will prioritize animal housing capacity to ensure that the receipt of animals brought in by the Sheriff's Office or County residents can occur. In the event the Contractor is over capacity and cannot provide available space within a timeline established by the Sheriff's Office, contracted payments will cease. Extenuating circumstances will be evaluated on a case-by-case basis, as sudden large quantities of animals requiring housing and care may require coordination from other alternative providers, non-profits, or foster homes. The Contractor shall hold animals received into the shelter and properly care for them pursuant to applicable sections of Title 17 of the Clallam County Code. The Contractor shall give the best reasonable care and treatment to all its creatures in its custody and control, making certain they are comfortably housed and adequately fed. Animals received by the shelter during non-business hours shall be officially cared for as soon as feasible.

The Contractor shall maintain a record of each animal under this contract. At a minimum, such record shall consist of the type of animal, the beginning and ending dates of housing, the length of stay, the name, address and telephone number of the owner or person bringing in the animal, and the disposition of the animal. The contractor shall, upon request, make these records available for inspection and/or make copies as requested.

The Contractor shall be responsible to make reasonable attempts, and with due diligence, to identify and contact the animal owner as soon as possible after the animal is housed by the Contractor and prior to destruction or adoption of the animal.

The Contractor shall make every reasonable effort to find suitable homes for each adoptable animal received. The Contractor shall not adopt out or rehome any animal that has, unprovoked, bitten or threatened a human. Any animal that would be declared Potentially Dangerous or Dangerous under Title 17 of the Clallam County Code for an incident involving a human shall be destroyed after any applicable waiting period. If the incident involved another animal the Contractor may confer with the Sheriff's Department Animal Control Deputy as to the disposition of the animal.

5. Referral of Complaints: When the Contractor receives complaints of violations of state or local ordinances regarding animal cruelty, potentially dangerous dogs, or dangerous dogs occurring in the unincorporated areas of Clallam County, such complaints shall be immediately referred to the Sheriff's office.

6. Animal Traps: The Contractor shall furnish and maintain a suitable number of traps for the live capture of animals and loan said traps to County residents upon request. At a minimum, the Contractor shall maintain 4 cat traps and 1 dog trap. At the time of the loan, the Contractor shall instruct residents on the proper use of traps and the proper care and handling of captured animals. The Contractor may collect a deposit and/or fee as agreed between the Contractor and the County.

7. Records of Lost and Found Animals: Reports of lost or found animals from County citizens will be referred directly to the Contractor. The Contractor shall make information concerning lost and found animals available to citizens requesting the information. The Contractor shall use due diligence in making every reasonable effort to compare unidentified County dogs to the lists and to return animals which appear to be from the list, to their owners.

8. Complaints or Inquires Regarding Sheriff's Investigations: Complaints and inquiries from citizens or the media regarding cases being investigated by the Sheriff's office shall be referred to the Sheriff's Office Administrative Staff. The Contractor shall notify the Sheriff's office of all inquiries or complaints received.

9. Staff:

A. The Contractor shall be registered in euthanasia by lethal injection, in accordance with RCW 69.50.310, and shall employ or contract with a minimum of one qualified handlers. Copies of such certification shall be provided within 90 days of signing of this agreement.
B. The Contractor shall maintain a telephone service and office personnel necessary for receiving inquiries from County residents with respect to animals impounded or delivered to the Contractor.
C. The Contractor shall ensure that all of its employees act in a professional and businesslike manner and that no rude or unseemly actions or attitudes are tolerated in their day to day dealings with the public.
D. The contractor shall provide adequate training to its employees to satisfactorily perform the obligations of this agreement.

10. Animals Left After Hours: The Contractor shall maintain after hours receiving areas which are available to the Sheriff's Office during non-business hours. The Sheriff's Office will identify animals which are left after hours as coming from County residents.

11. Fees: The Contractor may charge fees as listed in Title 17 of the Clallam County Code. Any changes to fees shall be approved by the County prior to implementation.

Animal Licenses

1. Issuance of Licenses: The Contractor shall sell animal licenses in accordance with applicable County ordinance provisions for all County animals without approved license. The Contractor shall develop programs and activities intended to increase compliance with animal license requirements by County residents.

2. Maintenance of License Recording System: The Contractor shall maintain a computerized license system in a current status and shall provide reports to the Sheriff's Office as requested. The report shall include a listing of all current animal licenses. (Note:County no longer sells licenses)

3. Licensing Items: The Contractor shall purchase and maintain sufficient license forms and animal tags and shall distribute them, free of charge, to the County and other license vendors upon request.

COMPENSATION

1. Compensation for Sheltering:

   The County shall pay to the Contractor an annual amount divided into quarterly payments processed January, April, July, and October for services to be rendered in that quarter. The annual compensation for 2023 was set at $125,000, and will be adjusted annually starting in 2024 based on the change in CPI-U for U.S. City Average for the preceding May to May posted by the U.S. Bureau of Labor Statistics, with a maximum annual increase of 5%. This number can be found at https://www.bls.gov/regions/west/cpi-summary/home.htm

2. Compensation for Sheltering beyond normal scope of work:

   Should an animal be kept at the shelter for a law-enforcement reason outside of the normal scope of work of the shelter as defined in this agreement; and due to the nature of this reason the animal is required to be held longer than 96 (ninety-six) hours, the daily rate as set forth in the County Fee Schedule 471-A for a special care animal may be billed directly to the Sheriff's Office beginning at the end of the 96 (ninety-six) hours.

3. Other Compensation:

   The Contractor may retain Cage and Trap Rental Fees received from County citizens.

4. Compensation for Sale of Animal Licenses:

   The Contractor may retain all revenue obtained from the sale of County animal licenses.

5. Potentially Dangerous and Dangerous Dog Registration and Licensing:

   The County will register and license potentially dangerous and dangerous dogs and will retain all revenue obtained from these transactions.

Contract #813-23-01

2d

APR 0 4 2023

PERSONAL SERVICES AGREEMENT

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

Name: Olympic Peninsula Humane Society
Address: 1743 Old Olympic Highway / POB 3124
Port Angeles, WA 98362
Phone №: 360-457-8206

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

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

The term of this Agreement shall commence on the 1st day of January 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 24th day of March 2023.

OLYMPIC PENINSULA HUMANE SOCIETY

Luanne Hinkle, Executive Director

Date: 3/24/2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Loni Gores, Clerk of the Board

CLERK OF THE BOARD CLALLAM COUNTY COMMISSIONERS PORT ANGELES, WA

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

17 of the Clallam County Code for an incident involving a human shall be destroyed after any applicable waiting period. If the incident involved another animal the Contractor may confer with the Sheriff's Department Animal Control Deputy as to the disposition of the animal.

5. Referral of Complaints: When the Contractor receives complaints of violations of state or local ordinances regarding animal cruelty, potentially dangerous dogs, or dangerous dogs occurring in the unincorporated areas of Clallam County, such complaints shall be immediately referred to the Sheriff's office.

6. Animal Traps: The Contractor shall furnish and maintain a suitable number of traps for the live capture of animals and loan said traps to County residents upon request. At a minimum, the Contractor shall maintain 4 cat traps and 1 dog trap. At the time of the loan, the Contractor shall instruct residents on the proper use of traps and the proper care and handling of captured animals. The Contractor may collect a deposit and/or fee as agreed between the Contractor and the County.

7. Records of Lost and Found Animals: Reports of lost or found animals from County citizens will be referred directly to the Contractor. The Contractor shall make information concerning lost and found animals available to citizens requesting the information. The Contractor shall use due diligence in making every reasonable effort to compare unidentified County dogs to the lists and to return animals which appear to be from the list, to their owners.

8. Complaints or Inquires Regarding Sheriff's Investigations: Complaints and inquiries from citizens or the media regarding cases being investigated by the Sheriff's office shall be referred to the Sheriff's Office Administrative Staff. The Contractor shall notify the Sheriff's office of all inquiries or complaints received.

9. Staff:

A. The Contractor shall be registered in euthanasia by lethal injection, in accordance with RCW 69.50.310, and shall employ or contract with a minimum of one qualified handlers. Copies of such certification shall be provided within 90 days of signing of this agreement.
B. The Contractor shall maintain a telephone service and office personnel necessary for receiving inquiries from County residents with respect to animals impounded or delivered to the Contractor.
C. The Contractor shall ensure that all of its employees act in a professional and businesslike manner and that no rude or unseemly actions or attitudes are tolerated in their day to day dealings with the public.
D. The contractor shall provide adequate training to its employees to satisfactorily perform the obligations of this agreement.

10. Animals Left After Hours: The Contractor shall maintain after hours receiving areas which are available to the Sheriff's Office during non-business hours. The Sheriff's Office will identify animals which are left after hours as coming from County residents.

11. Fees: The Contractor may charge fees as listed in Title 17 of the Clallam County Code. Any changes to fees shall be approved by the County prior to implementation.

Animal Licenses

1. Issuance of Licenses: The Contractor shall sell animal licenses in accordance with applicable County ordinance provisions for all County animals without approved license. The Contractor shall develop programs and activities intended to increase compliance with animal license requirements by County residents.

2. Maintenance of License Recording System: The Contractor shall maintain a computerized license system in a current status and shall provide reports to the Sheriff's Office as requested. The report shall include a listing of all current animal licenses. (Note:County no longer sells licenses)

3. Licensing Items: The Contractor shall purchase and maintain sufficient license forms and animal tags and shall distribute them, free of charge, to the County and other license vendors upon request.

COMPENSATION

1. Compensation for Sheltering:

   The County shall pay to the Contractor **$125,000 as an annual total for 2023**. Payment shall be made quarterly in an amount of $31,250 in January, April, July, and October for services to be rendered in that quarter.

2. Compensation for Sheltering beyond normal scope of work:

   Should an animal be kept at the shelter for a law-enforcement reason outside of the normal scope of work of the shelter as defined in this agreement; and due to the nature of this reason the animal is required to be held longer than 96 (ninety-six) hours, the daily rate as set forth in the County Fee Schedule 471-A for a special care animal may be billed directly to the Sheriff's Office beginning at the end of the 96 (ninety-six) hours.

3. Other Compensation:

   The Contractor may retain Cage and Trap Rental Fees received from County citizens.

4. Compensation for Sale of Animal Licenses:

   The Contractor may retain all revenue obtained from the sale of County animal licenses.

5. Potentially Dangerous and Dangerous Dog Registration and Licensing:

   The County will register and license potentially dangerous and dangerous dogs and will retain all revenue obtained from these transactions.

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Defense and Indemnity Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

20. Disputes:

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

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

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

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

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

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

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

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

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

Name: Elizabeth Waknitz

Title: Chief Civil Deputy

Address: 223 East 4th St., Suite 12, Port Angeles, WA 98362

Telephone: 360-417-2393

E-mail: elizabeth.waknitz@clallamcountywa.gov

Fax: 360-417-2498

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

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

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

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

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

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

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

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

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

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

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

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

    (d) General Conditions (Attachment C).

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

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

Annual Report: Contractor shall furnish an annual report to the County by the 15th day of February of the following year. The report shall include a listing of all current County animal licenses, including the license number, expiration date, information describing the animal, and the owner's name, address, and telephone number. In addition, the report shall include the number of County animals housed by type, the total number of days of housing and a summary of disposition of County animals, the number of licenses sold and revenue produced from sales.

Contractor shall maintain complete records of licenses issued, fees collected, animals received, impound reasons, surrendered by information, and animals disposed of and include these numbers in the report. The Contractor shall make these records available for the County's inspection at all times. Contractor shall provide such other data as the County requests, for all legitimate purposes directly related to County services performed.

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

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

☒ COMMERCIAL GENERAL LIABILITY:

Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$1,000,000	per occurrence

		$2,000,000	aggregate
☐	ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$	per occurrence
☒	WORKERS COMPENSATION:	Statutory amount	
☐	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	$	per occurrence
		$	aggregate
	Property damage liability	$	per occurrence
		$	aggregate
☐	BUSINESS AUTOMOBILE LIABILITY:	$	per occurrence

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

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

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

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

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

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

☒ 4. Other (specify):. Board of Directors: Employees of the Contractor or direct relatives of said individuals shall not serve on the Board of Directors of the Contractor. The Executive Director may serve on the Board as a non-voting member, but may not serve as an officer of the Board.

29

DEC 2 6 2023

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 334.18.007-7

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Public Works is requesting a contract time extension amendment—*see the attached proposed Contract Amendment #7*—with Terraphase Engineering dba Robinson Noble to complete the scope of work under the Contract Amendment #6 that expires on December 31, 2023. This work is in support of the Clallam County Public Utility District No. 1 (PUD) effort to obtain state approval of additional water rights to support growth within the Carlsborg Urban Growth Area (CUGA). Amendment #7 updates the 2024 hourly rates of the consultant team but does not change the total maximum compensation allowed to complete the scope of work set forth in Amendment #6. Current Contract Amendment #6 is attached for reference.

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

Funding is already allocated in the 2024 budget. There is approximately $44,000 remaining of the $248,396 maximum compensation approved under the current contract being extended.

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

Approve Contract Amendment #7 for a time extension to complete the scope of work under Amendment #6.

County Official signature & print name: _____ Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works

Date submitted: 12/06/23

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

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

PERSONAL SERVICES AGREEMENT
AMENDMENT 7

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

Name: Terraphase Engineering dba Robinson Noble

Address: 2105 South C Street

Tacoma, WA 98402

Phone №: 253.475.7711

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on September 26, 2017.

This Amendment is comprised of:

☒ Extension of the termination date to 12/31/2024 to complete scope of work under Amendment 6

☒ Attachment B – Compensation

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

The term of this Amendment shall commence on the 26th day of September 2017 and shall, unless terminated as provided elsewhere in the Agreement, end on the 31st day of December 2024.

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

CONTRACTOR

James E. Hay

James Hay, Washington Operations Director

Print name: James Hay

Title: Washington Operations Director

Date: December 13 2023

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mark Ozias, Chair

Originals: BOCC
Vendor
Initiating Department

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

COMPENSATION

The compensation to be paid to the Contractor is reflected in Table 1 as part of "Amendment #6" to the Agreement with Robinson Noble (Contract 334.18.007).

In accordance with the "Scope of Work" made part of this Amendment #6, the total amount of compensation to be paid to the Contractor have been increased by the sum of Forty-five Thousand Five Hundred Twenty-eight Dollars Even or **$45,528.00**. The additional compensation is already reflected in Table 1 and is NOT in addition to the sums listed there.

For all work completed by Contractor after September 1, 2022, the following rates shall apply.

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

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

OR

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

Name/Position	***Hourly Rate***
Joe Becker, Senior Principal Hydrogeologist	$257.55
Jim Hay, Principal Hydrogeologist	$243.10
Mike Piechowski, Principal Hydrogeologist	$243.10
Max Wills, Principal Hydrogeologist	$243.10
James Farrow, Principal Hydrogeologist	$243.10
John Hildenbrand, Principal Environmental Scientist	$243.10
Rick Powell, Principal Engineer	$243.10
Tracy Roth, Senior Associate Hydrogeologist	$226.10
Barb Gallagher, Associate Engineer	$212.50
Kari Thomas, Associate Geologist	$212.50
Joe Lunchette, Associate GIS Scientist	$212.50
Don Malkemus, Senior Project Geologist	$199.75
Lauren Healey, Project Geologist	$186.15
Marcus Richmand, Project GIS Scientist	$186.15
Bryan O'Reilly, Project GIS Scientist	$186.15
Andrew Brownell, Senior Staff II Geologist	$171.70
Ryan Minkel, Senior Staff I Geologist	$155.55
Nacey Garcia, Staff II Geologist	$139.40
Renee Ennis, Senior Technical Editor	$134.30
Veronia Hadsell, Senior Technical Editor	$134.30
David Weiler, Technician	$92.65
Sherrie Hanson, Administrative Support	$83.30
Angie Miller, Administrative Support	$83.30

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

2e
9/27/22

PERSONAL SERVICES AGREEMENT
AMENDMENT 6

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

Name: Robinson Noble
Address: 2105 South C Street
Tacoma, WA 98402
Phone №: 253.475.7711

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on September 26, 2017.

This Amendment is comprised of:

☒ Attachment A – Scope of Work

☒ Attachment B – Compensation

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

The term of this Amendment shall commence on the 26th day of September 2017 and shall, unless terminated as provided elsewhere in the Agreement, end on the 31st day of December 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27 day of Sept 2022.

CONTRACTOR

Joseph E. Becker, President of Robinson Noble

Print name: Joseph E. Becker

Title: President

Date: Sept. 12, 2022

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mark Ozias, Chair

Originals: BOCC
Vendor
Initiating Department

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

SCOPE OF WORK

Recent work to address stakeholder issues and to prepare for and make a presentation to the DRMT-WRTG (and Ecology) goes beyond the scope of work for Task 3 as envisioned in the previous contract amendment. Those efforts included research of issues, and response to mitigation plan comments from stakeholders, and discussions within our technical team (Clallam County, Clallam PUD, and Robinson Noble). The efforts culminated in a Power Point presentation on June 17, 2022. During and after that presentation, it was made clear that additional work was expected by both the Dungeness River Management Team (DRMT) group, Jamestown Tribe, and Ecology. The Jamestown S'Klallam Tribe has hired a hydrogeologist to provide a technical review of the proposed mitigation plan. It is expected that an iterative exchange of questions and answers between DRMT and the County team and also between the Tribe and County team will occur.

Further, Mike Gallagher, with Ecology, indicated the processing of the PUD's water right application would be through a Cost Reimbursement Agreement (CRA) with Ecology. The arrangement in 2017 reiterated in 2019 was that the Ecology intended to process the application internally with Ecology personnel. The CRA approach presumes additional work by Robinson Noble that was not part of the original scope for the contract. This work should be addressed by amendment of Task 2D scope and budget.

Additionally, Robinson Noble is still charging under our 2016 fee schedule which was used as the basis for the hourly rates listed in Attachment B of the original contract. Considering recent inflation, and the fact their standard fee schedule has been increased six times since 2016, Robinson Noble request the hourly rates on their current July 2022 fee schedule be amended to the contract for all work completed after September 1, 2022.

The requested contract amendment to address these issues are discussed specifically below.

Task 2D – Support Documentation Preparation

The original Task 2D scope envisioned preparing a brief report that could be used by Ecology as the basis for writing a Report of Examination (ROE). Now, Ecology stated the ROE should be prepared under a CRA. Robinson Noble, as part of Ecology's Water Resources Consulting Pool, is eligible for preparing a draft ROE under the CRA process. The additional work on Task 2D is anticipated to be the writing of the draft ROE by Robinson Noble and related research and discussion between Robinson Noble, Ecology, Clallam County, and the Clallam PUD to assure acceptable language. It is assumed that the mitigation plan will have been accepted by Ecology substantially as it currently exists (and any modifications to the mitigation plan occur under Task 3 rather than Task 2D). Further, it is assumed that the process will progress in a straightforward manner without contention following acceptance of the mitigation plan.

The draft ROE prepared by Robinson Noble will include all the elements of the originally planned report document. In addition, the draft ROE will detail additional required elements. Specifically, the draft ROE will include the following:

1. Cover Sheet, incorporating:
    a. Priority date,
    b. Rates authorized,
    c. Associated water rights,
    d. Purpose and place of use,
    e. Source location,
    f. Proposed water system,
    g. Development schedule,
    h. Provisions (including the mitigation), and
    i. Findings of fact
2. Investigators Report, including:

a. Background and summary of water right request;
b. Water Right Investigation with:
    i. Site and water system description,
    ii. History of water use,
    iii. Discussion of proposed use,
    iv. Other rights associated with the place of use, and
    v. Hydrogeologic evaluation;
c. Analysis with discussions on:
    i. Physical availability,
    ii. Legal availability,
    iii. Impairment,
    iv. Beneficial use,
    v. Public interest,
    vi. Comments from Department of Fish and Wildlife,
    vii. SEPA consideration,
    viii. Public notice,
    ix. Consideration of protests,
    x. Other public interest concerns; and
d. Recommendations

Robinson Noble will work with Ecology on the preparation of the draft ROE, and it is assumed several rounds of commenting and editing will be required before a final draft ROE is prepared and posted on Ecology's website. The task also includes other coordination with Clallam County, Clallam PUD, and Ecology.

Publication of the public notice of the water right application is required prior to processing the application (if publication occurred when the water right application was first made in 2006, Ecology will likely require it to be re-published because of the time since the original publication). Clallam PUD will be responsible for publication of the public notice. There will be a protest period following publication and a second protest period following the posting of the draft ROE on Ecology's website. As part of this task, Robinson Noble will address any protests received. However, because of the stakeholder involvement in the project to date, it is expected that any received protests to be minor and time is budgeted accordingly (no more than ten hours of time).

The additional work under this task is estimated at approximately $21,690. Due to $10,681 left in its original budget for this task, a budget increase of $11,009 is required, bringing the total task budget to $23,509.

Task 3 – Mitigation Analysis and Mitigation Plan

The expansion of scope for Task 3 falls into two categories: work already accomplished and estimated additional work that might be required to achieve acceptance of the mitigation plan by Ecology. The work involved in addressing stakeholder issues and in dealing directly with the DRMT and its Water Resources Technical Group (WRTG) has resulted in $6,035.48 of unforeseen work in June. This was invoiced to the limit of the existing budget, leaving $4,289.23 to be covered by this amendment.

Currently, the mitigation plan is being reviewed by a hydrogeologic consultant for the Jamestown S'Klallam Tribe. Presumably, the Tribe's consultant will write a report concerning the mitigation plan. Review of this report, discussion of the report with the County and Clallam PUD, preparation of a response to the report, and attendance at a virtual meeting with the Tribe is added to the Task 3 scope.

The results of the Jamestown Tribe's technical review effort is expected in September. It is assumed three iterations of communication of issues/questions and response by the County's team will be required. This

will likely take place over at least four to six weeks. Internal discussion between Clallam County, Clallam PUD, and Robinson Noble will occur within each of these iterations before a response is presented.

The amount of work involved in the future is speculative and depends upon the result of the Tribe's and DRMT's technical reviews. At this point everything indicates that the mitigation plan seems acceptable to the DRMT and the WRTG, but that they need independent verification of the technical elements of the plan. Acceptance by the Tribe is less certain. Presuming the entities providing the technical reviews accept the fundamental reasoning behind the plan, Robinson Noble may be asked to clarify the methods and the data behind it. If there is a fundamental challenge to the plan, unforeseen complications could arise that cannot be identified at this time.

It is estimated that $15,370 will be required for Robinson Noble to respond to the Tribe's and DRMT's reviews of the mitigation plan, including necessary internal team discussions before a response is offered, as well as interface with Ecology concerning the mitigation plan prior to acceptance by Ecology.

The overall budget amendment requested for Task 3 is $19,659 (estimated future work plus the current Task 3 cost overrun). This brings the total Task 3 budget to $58,751.

Task 4 –Project Management

The additional work described for Task 2D and Task 3 imposes additional project management on the project as well, both for the extra work and the time extension required. Given the review period for the draft ROE (30 days) and the final Ecology decision (45 days), the extended work is expected to carry into mid-2023 but could extend into late 2023. This presumes that no substantial challenge to either the draft ROE or the final decision by Ecology occurs. It is also presumed that the Task 2D work in generating the draft ROE can begin before the mitigation plan issues are resolved.

Additionally, Robinson Noble may need to attend two previously unscoped meetings to present results; one to the Clallam County Commissioners and the other to Clallam County PUD.

An additional $14,860 is estimated to accommodate the anticipated additional project management during the extension of the contract schedule and prepare for and attend two meetings with County and PUD officials. This brings the total Task 4 budget to $56,911.50.

The total change with the additions for Task 2 (Subtask 2D), Task 3 and Task 4 is an increase of $45,528 to the project budget listed in Contract 334.18.007 to a Total of $248,396.00.

Table 1

Project Task	Scenario 3
1. Assess document consistency	$1,950
2. Prepare supporting information	$130,783.50
2A – Compile/analyze info, describe hydrogeologic setting	$12,104
2B – Assist DCD & PUD in assessing options	$6,150
2C – Impairment assessment	$7,276
2D – Support document preparation	$23,509
2E – Assist with well drilling/testing	$81,744.50
3. Mitigation analysis and mitigation plan	$58,751
4. Project management	$56,911.50
TOTAL	**$248,396.00**

COMPENSATION

The compensation to be paid to the Contractor is reflected in Table 1 as part of "Amendment #6" to the Agreement with Robinson Noble (Contract 334.18.007).

In accordance with the "Scope of Work" made part of this Amendment #6, the total amount of compensation to be paid to the Contractor have been increased by the sum of Forty-five Thousand Five Hundred Twenty-eight Dollars Even or **$45,528.00**. The additional compensation is already reflected in Table 1 and is NOT in addition to the sums listed there.

For all work completed by Contractor after September 1, 2022, the following rates shall apply.

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

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

OR

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

Name/Position	***Hourly Rate***
Joe Becker, Principal Hydrogeologist	$215
John Hildernbrand, Principal Environment Scientist	$215
Rick Powell, Principal Engineer	$215
Mike Piechowski, Principal Hydrogeologist	$215
Jim Hay, Principal Hydrogeologist	$215
Max Will, Principal Hydrogeologist	$215
Walid Sabbah, Principal Hydrogeologist	$215
Barb Gallagher, Associate Engineer	$192
Kari Thomas, Senior Geologist	$164
John Andreson, Project Engineer	$128
Andrew Brownell, Project Geologist	$128
Ryan Minkel, Project Geologist	$128
Steven Broom, Staff Geologist	$114
Nancy Garcia-Serratos, Staff Geologist	$114
Joshua Hansel, Staff Geologist	$114
David Weiler, GIS and CAD Specialist	$107
Laura Piechowski, Senior Administrator	$92
Angie Miller, Administrative Assistant	$82
Sherrie Hanson, Administrative Assistant	$82

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

26

AGENDA ITEM SUMMARY

DEC 2 6 2023

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 19925.23.010-1

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: The Public Works Department is requesting a time extension amendment of their Personal Services Agreement to complete work under their $250,000 lodging tax grant awarded in 2023. The grant funding is to assist the Department with trail corridor acquisition for an Olympic Discovery Trail (ODT) section between US 101 and the Olympic National Park boundary along the SR 110 corridor to support future development of the planned ODT connection between Forks and La Push. The grant also supports other ODT improvement projects if funding remains following trail corridor acquisition. To date, the Department has acquired approximately 0.5-miles of trail corridor, with another 6.5-miles of additional trail corridor acquisition under negotiation for purchase. Additional time is needed to complete property acquisition work.

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

The funds are already allocated to the Hotel/Motel Tax Fund.

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

The Department requests and recommends Board approval of the time extension. The funding is needed to support the acquisition of the trail corridor between Forks and La Push. The project is supported by the Clallam County Lodging Tax Advisory Committee and Clallam County Trails Advisory Committee.

County Official signature & print name: Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: BOCC/Finance and Public Works

Date submitted: 12/06/23

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* 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)

BOCCAgenda_FY23ContractAmend#1
Revised: 3-04-2019

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

PERSONAL SERVICES AGREEMENT
AMENDMENT 1

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

Name: Public Works

Address: 223 E 4th St., Suite 6
Port Angeles, WA 98362

Phone №: 360-417-2290

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on month, day, year.

This Amendment is comprised of:

☒ Extension of the termination date to 12/31/2024

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

The term of this Amendment shall commence on the first day of January 2023 and shall, unless terminated as provided elsewhere in the Agreement, end on the thirty-first day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2023.

CONTRACTOR

Print name: Steve Gray

Title: Public Works Deputy Director

Date: 12/06 2023

CLALLAM COUNTY ADMINISTRATOR

Mark Ozias, Chair

Originals: BOCC
Vendor
Initiating Department

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

COMPENSATION

1. ☒a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of TWO HUNDRED, FIFTY THOUSAND DOLLARS ($250,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify)

OR

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

Name/Position ***Hourly Rate***

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

2i

DEC 2 6 2023

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 19925.22.008-2
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: The Public Works Department is requesting a time extension amendment of their Personal Services Agreement to complete work under their $250,000 lodging tax grant awarded in 2022. The grant funding is to assist the Department with trail corridor acquisition for an Olympic Discovery Trail (ODT) section between US 101 and the Olympic National Park boundary along the SR 110 corridor to support future development of the planned ODT connection between Forks and La Push. The grant also supports other ODT improvement projects if funding remains following trail corridor acquisition. To date, the Department has acquired approximately 0.5-miles of trail corridor, with another 6.5-miles of additional trail corridor acquisition under negotiation for purchase. Additional time is needed to complete property acquisition work.

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

The funds are already allocated to the Hotel/Motel Tax Fund.

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

The Department requests and recommends Board approval of the time extension. The funding is needed to support the acquisition of the trail corridor between Forks and La Push. The project is supported by the Clallam County Lodging Tax Advisory Committee and Clallam County Trails Advisory Committee.

County Official signature & print name: Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: BOCC/Finance and Public Works

Date submitted: 12/06/23

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* 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)

BOCCAgenda_FY22ContractAmend#2
Revised: 3-04-2019

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

PERSONAL SERVICES AGREEMENT
AMENDMENT 2

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

Name: Public Works

Address: 223 E 4th St., Suite 6

Port Angeles, WA 98362

Phone №: 360-417-2290

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on month, day, year.

This Amendment is comprised of:

☒ Extension of the termination date to 12/31/2024

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

The term of this Amendment shall commence on the first day of January 2022 and shall, unless terminated as provided elsewhere in the Agreement, end on the thirty-first day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2023.

CONTRACTOR

Print name: Steve Gray

Title: Public Works Deputy Director

Date: 12/06 2023

CLALLAM COUNTY ADMINISTRATOR

Mark Ozias, Chair

Originals: BOCC
Vendor
Initiating Department

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

COMPENSATION

1. ☒**a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of TWO HUNDRED, FIFTY THOUSAND DOLLARS ($250,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify)

OR

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

Name/Position	***Hourly Rate***

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

DEC 26 2023

AGENDA ITEM SUMMARY

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

Department: PUBLIC WORKS

WORK SESSION ☒ **Meeting Date: 12/11/2023**

REGULAR AGENDA ☒ **Meeting Date: 12/26/2023**

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 434-23-001

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

This is a contract for engineering services to design a filtration plant for the Bullman Beach Water System. The amount of this contract is up to $60,490. The Bullman Beach Water System is a small water system located along Bullman Creek on the shore of the Strait of Juan de Fuca. The source of the water for this system is groundwater under the influence of surface water (GWI). This water system was placed under receivership to Clallam County by the WA Department of Health, Office of Drinking Water (ODW) via a Superior Court order. Clallam County, as "Receiver" of this water system, is tasked with bringing the water system into compliance with the ODW issued Notice of Correction. The primary task under the notice of correction is to provide filtration of the source water (GWI). This contract for engineering the filtration plant is necessary to provide an ODW approved engineering design package. The approved design package will be sent out by the department for bids to construct the filtration plant.

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

The contract for design of the filtration plant is $60,490 to be funded by approved ARPA funds.

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

The Department recommends approving and signing the contract with DCG Watershed.

County Official signature & print name: Ronald Garcelon

Name of Employee/Stakeholder attending meeting: Ronald Garcelon, Steve Gray & Joe Donisi

Relevant Departments: Public Works

Date submitted: 12/06/2023

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

Agenda Item Summary
Revised: 3-04-2019

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

Contract #434-23-001

PERSONAL SERVICES AGREEMENT

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

Name: DCG Watershed

Address: 1796 E Main St, Ste 105
Freeland, WA 98249

Phone №: 360-331-4131

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☒ Attachment E (specify) – Business License and Certificates of Insurance

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

The term of this Agreement shall commence on the 1st day of December 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2024.

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

CONTRACTOR

Digitally signed by Jeffrey M. Tasoff, PE
Date: 2023.12.01 17:07:04 -08'00'

Print name: Jeffrey M. Tasoff

Title: Principal

Date: December 1, 2023, 20

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

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

SCOPE OF WORK

See Attachment A:
Service Description, Bullman Beach Water Association: Water Filtration System: Scope of Work

ATTACHMENT A

DCG WATERSHED

SHORT FORM AGREEMENT
Civil Engineering Services

Name of Project: Bullman Beach Water Association – Water Filtration System
Address of Project: 1570 State Route 112, Sekiu, WA 98381

Service Description	Hourly	Hourly Est.
Bullman Beach Water Association: Water Filtration System	☒	$ 59,490

Description: Provide a design for a water filtration system to support the Bullman Beach Association. The tasks will include an analysis to determine the system capacity based on current water usage to properly size system components for the current and future system demands. DCG/Watershed will provide the necessary design and documentation to create project plans, reports, and permits to approve the work. DCG/Watershed will also provide the specifications, bid, construction, installation, and validation testing support to provide a complete and functional system. Additional details on the provided tasks are provided in the Scope of Work provided as Attachment A.

Estimated Expenses $ 1,000

Schedule: 12 weeks

Total: **$ 60,490**

Hourly Rate Schedule:

Name	Position	Rate	Hours	Subtotal
Jeff Tasoff	Principal Engineer V	$284	42	$11,928
Robert Bennion	Engineer IV	$164	182	$29,848
Isaac Stewart	Engineer I	$102	108	$11,016
Joshua Spaulding	Engineer Technician	$91	62	$5,642
Natalie Tasoff	Administration Assistant	$88	12	$1,056
			Total:	**$59,490**

Expenses will be invoiced at cost plus ten percent (10%) and mileage will be invoiced at the current federal published rate per mile for project related travel. Current water usage data is needed for the analysis. Any jurisdictional review fees will be paid directly by the client. Design of system improvements if needed are not included in this proposal. See Attachment A for a breakdown of individual tasks and the associated hours. Attachment A also includes notes, assumptions, and third-party fees. Additional work will be invoiced at an hourly rate specified in the Hourly Rate Schedule above.

Payment

☐ Due upon delivery ☒ To be invoiced, due within 30 days of invoice

Client Information: Clallam County
Name:
Address:
Telephone:
Email:

Jeffrey M. Tasoff, PE – Principle
DCG Authorized Representative

Client Signature **Date**

Signature 11/10/2023 **Date**

Terms and Conditions attached are incorporated herein by reference.

DCG WATERSHED

ATTACHMENT A
Date: 11/10/2023

DCG/WATERSHED, INC.
PROFESSIONAL ENGINEERING SERVICES ESTIMATE

Project: Surface Water Filtration System
System: Bullman Beach Water System
Client: Clallam County
DCG PM: Jeff Tasoff, PE

Task	Description	Notes	Principal Engineer	Project Engineer IV	Project Engineer I	Engineering CAD/Tech	Admin Assistant	Total Hours	DCG Total Each Task
1	Project Coordination	1	8	16			4	28	$ 5,248
2	Topographic Survey	2		2		2		4	$ 510
3	Capacity Analysis to Support Treatment System Sizing	3	4	4	8			16	$ 2,608
4	Department of Health (DOH) Project Report								
	a Treatment System Upgrade Project Report	4	4	40	32			76	$ 10,960
	b Respond to DOH Project Report Questions	6	2	8	8			18	$ 2,696
5	Construction Plans	5	6	24	20	40		90	$ 11,320
6	Project Permits	5 & 6		8	8		8	24	$ 2,832
7	Contract Documents and Construction Specifications		4	40				44	$ 7,696
8	Pre-Construction Phase Assistance	6	*As requested. Billed at hourly listed rates.*						
9	Construction Phase Assistance								
	a Vendor/Material Certification	7	4	8	8			20	$ 3,264
	b Construction Inspection/Oversight/Administration	8	*As requested. Billed at hourly listed rates.*						
10	Project Closeout	9							
	a Prepare Record Drawing		2	8	16	20		46	$ 5,332
	b Project Certification and Closeout		8	24	8			40	$ 7,024
	TOTAL ESTIMATED HOURS BY LABOR CATEGORY		42	182	108	62	12	406	$ 59,490
	HOURLY RATE		$284	$164	$102	$91	$88		
	TOTAL ESTIMATED CHARGES BY LABOR CATEGORY		$11,928	$29,848	$11,016	$5,642	$1,056		

FEE ESTIMATE SUMMARY

DCG Labor Fees:	$ 59,490
DCG Expenses & Mileage:	$ 1,000
TOTAL ESTIMATED MAXIMUM FEES:	**$ 60,490**

ASSUMPTIONS

1 Time provided for a single site visit at the beginning of the project.

2 It is assumed that the county will provide any available survey information and site schematics to enable the locating of existing and proposed system improvements. Any needed topographic surveying will be obtained by the county.

3 The county will provide at least three years of source production data or meter readings to assist in determination of system demands.

4 It is assumed that no pilot test will be required by the DOH. A full scale pilot test (validation) of the treatment effectiveness will be completed following the installation of the treatment system. The required water quality testing will be collected by and paid for by the County.

5 The construction plans will be limited to the treatment system. Additional improvements such as reservoir replacement, meter installation, etc. can be done at the listed hourly rates. It is assumed that the building will be design/build provided by the selected contractor. Structural design or support can be provided if needed, but is not included in this contract.

6 Advertising to contractors, responding to RFI, creating addendums, pre-bid meetings, and other precontruction activities are not included in this scope of work but can be performed as requested at the hourly rates in this contract.

7 It is assumed that material submittals with come in two main submittals packets.

8 It is assumed that the county and system operator can perform the majority of the site inspections needed during construction. Payment requests will be the responsibility of the County. Construction site visits by DCG/Watershed will be done as requested at the listed hourly rates.

9 DCG/Watershed will provide the necessary protocols and procedures to perform the full scale pilot test of the installed treatment system. Necessary sampling will be performed by the county or the water system operator.

DCG WATERSHED

Scope of Work

Task 1: Project Coordination

General coordination between DCG/Watershed, Clallam County, and the system operator to obtain relevant system information. Time is included for a single site visit to inspect and evaluate the condition and operation of the existing distribution system, including well head, chlorination, well pump house, well pump(s), storage tanks, isolation valves, etc. to determine treatment plant size, orientation, location, and with respect to the existing facilities. Additional site visits can be conducted at the approved contract hourly rates with prior approval from Clallam County.

Task 2: Topographic Survey

Coordination with county and review of existing topographic survey of the proposed site for project improvements. Time is included to review the provided drawings for adequacy of use in preparation of the construction drawings.

Task 3: Capacity Analysis to Support Treatment System Sizing

Review existing water system plans, pumping records, recent sanitary survey, pumping records, water quality data (e.g., turbidity reports), operation history and other available information on existing water system. Analyze system demands and limitations to properly size the new facilities.

Task 4: Department of Health (DOH) Project Report

Submit a design report and construction documents to the Department of Health (DOH) for review and approval of the proposed system improvements. Coordinate with staff from DOH to provide any additional information or revisions as needed to obtain DOH approval of the project.

Task 5: Construction Plans

Produce final construction plans for the proposed water treatment facility (assumed bag filter). The plans are to include plans, profiles, and details to effectively support construction activities. Plans will include needed details regarding treatment components and equipment settings sized appropriately for the demand of the water treatment plant system.

Task 6: Project Permits

Prepare, submit, and obtain the necessary permits for project construction. It is assumed that the permits will include a Clearing & Grading Permit and Demolition Permit. Building permit to be obtained by the selected contractor.

Task 7: Contract Documents and Construction Specifications

Prepare contract documents and construction specifications to support a public bid process. It is assumed that Clallam County has standard contract documents to support this process.

Task 8: Pre-Construction Phase Assistance

Preconstruction acitvities are not included in the scope of work for DCG/Watershed but can be complated at the request of the client. These tasks include, compiling/submiting contract documents to be set out to public bid, responding to contractor questions, RFIs, preparation of any relevant addendums to the construction documents, pre-bid meetings, bid openings, creating of bid tabs, compiling of final contract documents.

Task 9: Construction Phase Assistance

Review and approve material submittals from the selected contractor. DCG/Watershed staff will provide inspections and construction support as requested by the county. Time required to perform requested inspections will be billed at listed hourly rates.

Task 10: Project Closeout

This phase includes preparation of as-built drawings. DCG/Watershed and Clallam County staff to review the operation and maintenance of the constructed water treatment plant and provide the County with an Operations and Maintenance Manual (O&M Manual). Closeout documentation will be provided to DOH to support project completion.

COMPENSATION

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

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

OR

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

Name/Position ***Hourly Rate***
See Attachment: Service Description, Bullman Beach Water Association: Water Filtration System, Hourly Rate Schedule

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

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

In no event shall Contractor be compensated in excess of SIXTY THOUSAND FOUR HUNDRED NINETY DOLLARS ($60,490) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☒ **c.** Other (specify):See Attachment: Service Description, Bullman Beach Water Association: Water Filtration System

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Defense and Indemnity Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

20. Disputes:

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

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

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

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

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

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

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

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

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

Name: Ronald Garcelon

Title: Utilities Program Manager

Address: 223 E 4th ST, Ste 6, Port Angeles, WA 98362

Telephone: 360-417-2441

E-mail: ron.garcelon@clallamcountywa.gov

Fax: 360-417-2513

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

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

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

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

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

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

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

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

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

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

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

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

    (d) General Conditions (Attachment C).

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

☐	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	$	per occurrence
		$	aggregate
	Property damage liability	$	per occurrence
		$	aggregate
☒	BUSINESS AUTOMOBILE LIABILITY:	$1,000,000	per occurrence

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

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

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

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

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

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

☐ 4. Other (specify):.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
19689 7th Ave NE, Ste 183, PMB #369
Poulsbo WA 98370

License#: 6003745

CONTACT NAME: Allison Barga
PHONE (A/C, No, Ext): 360-626-2007 **FAX (A/C, No):** 360-626-2007
E-MAIL ADDRESS: allison.barga@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Travelers Casualty and Surety Co of America	31194
INSURER C : Hartford Accident and Indemnity Company	22357
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DCG/Watershed, Inc.
750 6th Street South
Kirkland WA 98033

DCGWATE-01

COVERAGES **CERTIFICATE NUMBER:** 935228224 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			52SBWAW1Y3M	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			52UEGCK2834	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			52SBWAW1Y3M	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		52SBWAW1Y3M	4/1/2023	4/1/2024	PER STATUTE X OTH-ER	WA Stop Gap
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Errors & Omissions:Claims Made Including Pollution Liability			107810831	4/1/2023	4/1/2024	$2,000,000 Per Claim $4,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is an additional insured per the attached.

Project: Bullman Beach Water Association - Water Filtration System, 1570 State Route 112, Sekiu, WA 98381.
Clallam County its appointed and elected officials, agents and employees, are additional insureds per the attached. General Liability is Primary/Non-Contributory per the attached. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

Clallam County
223 East 4th Street
Port Angeles WA 98362

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. **Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. **AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following changes are made to Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**:

1. The following provision is added to Paragraph **2. Aggregate Limits**:

The General Aggregate Limit under Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects".

2. The following provision is added to Paragraph **2. Aggregate Limits**:

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

B. The following changes are made to Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

1. The following definition is added:

"Project" means a premises, site or location that is away from a premises, site or location owned or rented to you and at which "your work" at said premises, site or location has not yet been completed, as completion is described in the "products-completed operation hazard". All of "your work" at such premises, site or location is deemed to involve a single project, regardless of whether "your work" is abandoned, delayed, or restarted, or if "your work" deviates from plans, blueprints, designs, specifications or timetables.

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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2K

AGENDA ITEM SUMMARY

DEC 2 6 2023

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

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-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, 2024 through December 31, 2025 in the amount of $39,529.69.

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: Jennifer Oppelt, Jennifer Oppelt

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

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

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

AIS 11323-24-PBH-PATH
Revised: 3-04-2019

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

11323-24-PBH-PATH

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Peninsula Behavioral Health** 118 E 8th Street Port Angeles, WA 98362
Phone:	360-457-0431
Contact Person:	**Wendy Sisk** CEO wendys@peninsulabehavioral.org

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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 PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS Appendix A, Statement of Work and Budget, attached for a maximum consideration of $39,529.69.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

PENINSULA BEHAVIORAL HEALTH:

Wendy Sisk
Authorized Signature

Print name: Wendy Sisk

Title: CEO

Date: December 18, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS:

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$39,529.69.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

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

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

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

B. NON-COMPLIANCE

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

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

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

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

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

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

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

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

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

4. AVOIDANCE OF CONFLICT OF INTEREST

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

5. STAFFING AND CREDENTIALS

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

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

6. DRUG-FREE WORKPLACE

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

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

B. Agency standards of prohibited conduct; and

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

7. CLIENT ABUSE

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

8. NON-DISCRIMINATION

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

9. CRIMINAL HISTORY BACKGROUND CHECK

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

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

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

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

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

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

Requirements for providing behavioral health treatment include:

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

Or

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

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

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

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

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

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

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

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

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

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

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

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

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

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

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

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

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

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

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

2. Be reasonably protected from damage or loss;

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

13. CORRECTIVE ACTION PROCESS

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

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

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

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

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

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

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

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

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

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

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

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

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

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

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

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

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

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

16. CLIENT RIGHTS

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

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

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

1. Denial or termination of service; and/or

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

17. DATA SHARING ARRANGEMENT

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

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

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

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

18. CLIENT RECORDS

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

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

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

19. INSURANCE

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

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

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

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

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

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

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

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

A. COVERAGE FORMS

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

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

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 ($0.65)

Maximum consideration for this contract is $39,529.69

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
PATH Case Manager	$12,500.00
Total Benefits	$4,377.34
Outreach Supplies	$250.00
One Time Housing Rental Assist	$700.00
Gas Cards for Clients	$250.00
Administration Cost	$1,687.50
TOTAL	**$19,764.84**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
PATH Case Manager	$12,500.00

Total Benefits	$4,377.35
Outreach Supplies	$250.00
One Time Housing Rental Assist	$700.00
Gas Cards for Clients	$250.00
Administration Cost	$1,687.50
TOTAL	**$19,764.85**

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.

2L

AGENDA ITEM SUMMARY

DEC 2 6 2023

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

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-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, 2024 through December 31, 2025 in the amount of $166,500.00.

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

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

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

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

AIS 11323-24-PBH-UN
Revised: 3-04-2019

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

11323-24-PBH-UN

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Peninsula Behavioral Health** 118 E 8th Street Port Angeles, WA 98362
Phone:	360-457-0431
Contact Person:	**Wendy Sisk** CEO wendys@peninsulabehavioral.org

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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 $166,500.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

PENINSULA BEHAVIORAL HEALTH:

Wendy A Sisk
Authorized Signature

Print name: Wendy Sisk

Title: CEO

Date: December 18, 2023

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$166,500.00.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

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

5. MONITORING/EVALUATION VISITS

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

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

6. PAYMENT, BILLING AND REPORTS

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

A quarterly data report is required within 30 days of the end of each quarter (April 30, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

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

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

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

B. NON-COMPLIANCE

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

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

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

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

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

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

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

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

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

4. AVOIDANCE OF CONFLICT OF INTEREST

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

5. STAFFING AND CREDENTIALS

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

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

6. DRUG-FREE WORKPLACE

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

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

B. Agency standards of prohibited conduct; and

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

7. CLIENT ABUSE

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

8. NON-DISCRIMINATION

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

9. CRIMINAL HISTORY BACKGROUND CHECK

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

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

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

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

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

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

Requirements for providing behavioral health treatment include:

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

Or

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

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

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

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

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

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

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

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

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

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

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

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

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

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

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

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

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

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

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

2. Be reasonably protected from damage or loss;

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

13. CORRECTIVE ACTION PROCESS

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

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

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

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

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

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

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

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

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

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

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

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

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

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

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

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

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

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

16. CLIENT RIGHTS

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

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

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

   1. Denial or termination of service; and/or

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

17. DATA SHARING ARRANGEMENT

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

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

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

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

18. CLIENT RECORDS

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

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

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

19. INSURANCE

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

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

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

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

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

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

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

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

A. COVERAGE FORMS

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

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

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 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 $166,500.00

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
MH Services – No Insurance Coverage	$70,000.00
SUD Services – No Insurance Coverage	$4,250.00
MH Services – Limited Coverage	$9,000.00
TOTAL	**$83,250.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
MH Services – No Insurance Coverage	$70,000.00
SUD Services – No Insurance Coverage	$4,250.00
MH Services – Limited Coverage	$9,000.00
TOTAL	**$83,250.00**

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.

2m

AGENDA ITEM SUMMARY

DEC 2 6 2023

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

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-PBH-MHFA
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Peninsula Behavioral Health (PBH) for the Mental Health First Aid program. This program will provide several 8-hour training certification courses that will teach community members how to identify, understand, and respond to signs of mental illness. Participants will be taught a five-step action plan to assess a situation, select and implement interventions, provide referrals, and secure appropriate care for an individual. The Mental Health First aid and Youth Mental Health First Aid trainings will be available to any community member at no charge. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $24,000.00.

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: , Jennifer Oppelt

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

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

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

AIS 11323-24-PBH-MHFA
Revised: 3-04-2019

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

11323-24-PBH-MHFA

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Peninsula Behavioral Health** 118 E 8th Street Port Angeles, WA 98362
Phone:	360-457-0431
Contact Person:	**Wendy Sisk** CEO wendys@peninsulabehavioral.org

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This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for MENTAL HEALTH FIRST AID Appendix A, Statement of Work and Budget, attached for a maximum consideration of $24,000.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

PENINSULA BEHAVIORAL HEALTH:

Wendy A Sisk
Authorized Signature

Print name: Wendy Sisk

Title: CEO

Date: December 18, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS:

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$24,000.00.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

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

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

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

B. NON-COMPLIANCE

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

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

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

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

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

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

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

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

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

4. AVOIDANCE OF CONFLICT OF INTEREST

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

5. STAFFING AND CREDENTIALS

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

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

6. DRUG-FREE WORKPLACE

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

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

B. Agency standards of prohibited conduct; and

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

7. CLIENT ABUSE

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

8. NON-DISCRIMINATION

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

9. CRIMINAL HISTORY BACKGROUND CHECK

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

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

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

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

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

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

Requirements for providing behavioral health treatment include:

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

Or

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

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

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

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

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

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

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

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

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

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

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

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

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

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

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

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

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

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

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

2. Be reasonably protected from damage or loss;

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

13. CORRECTIVE ACTION PROCESS

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

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

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

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

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

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

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

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

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

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

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

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

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

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

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

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

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

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

16. CLIENT RIGHTS

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

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

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

1. Denial or termination of service; and/or

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

17. DATA SHARING ARRANGEMENT

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

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

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

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

18. CLIENT RECORDS

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

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

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

19. INSURANCE

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

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

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

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

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

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

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

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

A. COVERAGE FORMS

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

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

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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

Peninsula Behavioral Health will provide Mental Health First Aid which is an 8-hour training certification course that teaches community members to identify, understand, and respond to signs of mental illness. Participants are taught a five-step action plan to assess a situation, select and implement interventions, provide referrals, and secure appropriate care for an individual. The Mental Health First Aid and Youth Mental Health First Aid training will be available to any community member at no charge.

Maximum consideration for this contract is $24,000.00.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
4 Mental Health First Aid Classes ADULT	$6,000.00
4 Mental Health First Aid Classes CHILDREN	$6,000.00
TOTAL	**$12,000.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
4 Mental Health First Aid Classes ADULT	$6,000.00
4 Mental Health First Aid Classes CHILDREN	$6,000.00
TOTAL	**$12,000.00**

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.

DEC 26 2023

AGENDA ITEM SUMMARY

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

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-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 ages 0-5. This contract is effective January 1, 2024 through December 31, 2025 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: , Jennifer Oppelt

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

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

11323-24-FSFSC

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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: **Christine Dunn**
Contact Phone: (360) 417-2582
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: **Elisia Anderson**
Executive Director
elisia.anderson@firststepfamilysupport.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 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 _____ 2023.

FIRST STEP FAMILY SUPPORT CENTER:

_____
Authorized Signature

Print name: Elisia Anderson

Title: Executive Director

Date: December 18th, 2023

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

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

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

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

B. NON-COMPLIANCE

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

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

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

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

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

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

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

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

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

4. AVOIDANCE OF CONFLICT OF INTEREST

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

5. STAFFING AND CREDENTIALS

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

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

6. DRUG-FREE WORKPLACE

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

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

B. Agency standards of prohibited conduct; and

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

7. CLIENT ABUSE

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

8. NON-DISCRIMINATION

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

9. CRIMINAL HISTORY BACKGROUND CHECK

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

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

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

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

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

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

Requirements for providing behavioral health treatment include:

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

Or

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

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

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

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

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

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

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

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

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

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

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

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

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

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

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

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

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

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

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

2. Be reasonably protected from damage or loss;

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

13. CORRECTIVE ACTION PROCESS

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

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

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

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

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

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

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

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

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

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

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

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

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

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

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

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

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

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

16. CLIENT RIGHTS

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

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

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

1. Denial or termination of service; and/or

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

17. DATA SHARING ARRANGEMENT

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

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

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

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

18. CLIENT RECORDS

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

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

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

19. INSURANCE

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

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

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

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

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

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

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

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

A. COVERAGE FORMS

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

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

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 Parents as Teachers program is an evidence-based home visiting program designed to ensure young children are healthy, safe, and ready to learn. The program targets families with multiple high-risk factors in their lives. The program is designed to help parents understand how important they are to their child's physical, social, and emotional 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.

Mileage will be reimbursed at the current federal rate per mile ($0.65).

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 signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Parent Educator	$39,548.00
Executive Director	$9,268.56
PAT Supervisor	$6,163.20
Reflective Supervision	$770.40
Finance Director	$5,872.16
Indirect (max 10%)	$6,162.23
Total Benefits	$22,800.26
Cell Phones, Equipment/service	$1,000.00
Supplies, Program/Office	$2,877.19
Tech Equipment (laptops, monitors, etc)	$500.00

PAT National Recertification	$400.00
Visit Tracker/PAT Dues	$900.00
Email/IT Support/Tech	$438.00
Travel/Training (mileage, fuel to serve families in program, travel to training and training expenses)	$3,300.00
TOTAL	**$100,000.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Parent Educator	$37,890.80
Executive Director	9,731.99
PAT Supervisor	6,594.62
Reflective Supervision	824.33
Finance Director	6,283.21
Indirect (max 10%)	6,132.50
Total Benefits	22,690.23
Cell Phones, Equipment/Service	$1,200.00
Supplies, Program/Office	$3,652.32
Tech Equipment (laptops, monitor, etc)	$200.00
PAT National Recertification	$400.00
Visit Tracker/PAT Dues	$1,000.00
Email/IT Support/Tech	$600.00
Travel/Training (mileage, fuel to serve families in program, travel to training and training expenses)	$2,800.00
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.

DEC 20 2023

AGENDA ITEM SUMMARY

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

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-BGCOP
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and The Boys & Girls Clubs of the Olympic Peninsula for the Comprehensive Behavioral Health and Wellness Plan program. This program will provide intensive staff training to equip staff with the skills to assist members facing behavioral health issues and will implement evidence-based programs that provide safe, nurturing spaces for members to learn, grow, and receive mentorship. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $25,446.30.

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: Jennifer Oppelt, Jennifer Oppelt

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

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

11323-24-BGCOP

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and THE BOYS & GIRLS CLUBS OF THE OLYMPIC PENINSULA, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**The Boys & Girls Clubs of the Olympic Peninsula** 400 W. Fir Street Sequim, WA 98382
Phone:	360-683-8095 x302
Contact Person:	**Janet Gray** Resource Development Director jgray@bgc-op.org

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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 COMPREHENSIVE BEHAVIORAL HEALTH AND WELLNESS PLAN Appendix A, Statement of Work and Budget, attached for a maximum consideration of $25,446.30.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

BOYS & GIRLS CLUBS OF THE OLYMPIC PENINSULA:

Mary Budke
Authorized Signature

Print name: Mary Budke

Title: CEO

Date: 12/14, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS:

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$25,446.30.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

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

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

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

B. NON-COMPLIANCE

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

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

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

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

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

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

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

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

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

4. AVOIDANCE OF CONFLICT OF INTEREST

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

5. STAFFING AND CREDENTIALS

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

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

6. DRUG-FREE WORKPLACE

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

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

B. Agency standards of prohibited conduct; and

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

7. CLIENT ABUSE

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

8. NON-DISCRIMINATION

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

9. CRIMINAL HISTORY BACKGROUND CHECK

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

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

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

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

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

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

Requirements for providing behavioral health treatment include:

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

Or

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

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

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

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

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

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

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

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

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

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

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

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

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

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

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

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

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

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

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

2. Be reasonably protected from damage or loss;

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

13. CORRECTIVE ACTION PROCESS

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

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

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

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

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

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

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

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

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

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

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

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

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

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

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

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

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

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

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

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

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

16. CLIENT RIGHTS

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

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

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

1. Denial or termination of service; and/or

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

17. DATA SHARING ARRANGEMENT

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

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

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

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

18. CLIENT RECORDS

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

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

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

19. INSURANCE

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

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

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

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

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

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

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

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

A. COVERAGE FORMS

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

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

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 Boys & Girls Clubs of the Olympic Peninsula's Comprehensive Behavioral Health and Wellness Plan will provide intensive staff training to equip staff with the skills to assist members facing behavioral health issues and will implement evidence-based programs that provide safe, nurturing spaces for members to learn, grow, and receive mentorship.

- Positive Action Kits
- Healthy Lifestyle/Behavioral Health Programs
- NAMI Conference Travel Expenses
- Positive Action Program Staff

Maximum consideration for this contract is $25,446.30.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Youth Development Staff	$4,032.00
Program Director/Teen Director	$1,296.00
Unit Director	$864.00
Indirect (max 10%)	$619.20
Positive Action Kits (3rd – 5th grade)	$1,000.00
Positive Action Kits (6th – 8th)	$1,310.00
Positive Action Kits (9th – 12th)	$2,160.00
Positive Action Kit: Drug Prevention (9-11)	$250.00
Positive Action Kit: Drug Prevention (11-18)	$450.00
Positive Action Kit: Bully Prevention (5-12)	$500.00
Healthy Lifestyle/Behavioral Health Programs	$3,679.70
NAMI Conference Travel Expenses	$100.00
TOTAL	**$16,260.90**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Youth Development Staff	$2,304.00
Program Director/Teen Director	$648.00
Indirect (max 10%)	$295.20
Healthy Lifestyle/Behavioral Health Programs	$5,838.20
NAMI Conference Travel Expenses	$100.00
TOTAL	**$9,185.40**

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.

2P

DEC 2 6 2023

AGENDA ITEM SUMMARY

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

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-WEOS
☐ 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 Outreach 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, medication monitoring, and adult day support services. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $77,468.00.

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: Jennifer Oppelt, Jennifer Oppelt

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

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

11323-24-WEOS

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

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

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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 OUTREACH BEHAVIORAL HEALTH SERVICES Appendix A, Statement of Work and Budget, attached for a maximum consideration of $77,468.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

WEST END OUTREACH SERVICES:

Heidi Anderson
Authorized Signature

Print name: Heidi Anderson

Title: CEO

Date: 12-18, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS:

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **$77,468.00.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

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

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

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

B. NON-COMPLIANCE

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

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

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

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

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

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

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

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

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

4. AVOIDANCE OF CONFLICT OF INTEREST

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

5. STAFFING AND CREDENTIALS

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

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

6. DRUG-FREE WORKPLACE

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

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

B. Agency standards of prohibited conduct; and

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

7. CLIENT ABUSE

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

8. NON-DISCRIMINATION

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

9. CRIMINAL HISTORY BACKGROUND CHECK

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

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

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

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

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

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

Requirements for providing behavioral health treatment include:

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

Or

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

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

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

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

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

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

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

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

11. DEBARMENT CERTIFICATION

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

12. AUDITING AND COST RECOVERY CODE

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

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

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

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 by assisting individuals and families to move toward and maintain a recovery lifestyle. Services include intake/assessment, individual and group counseling, case management, peer support services, medication monitoring and adult day support services.

Services will be provided to participants who are underinsured. The individuals and families served will fall at or below the 220% of the federal poverty level guidelines 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 $77,468.00

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
10 Intakes/Assessments	$1,800.00
150 Hours of Individual/Family Therapy	$15,000.00
250 Hours of Group Therapy	$12,500.00
100 Hours of Case Management	$3,500.00
10 Hours of Medication Monitoring	$350.00
25 Hours of Peer Support Services	$875.00
100 Hours of Day Treatment Services	$3,500.00
Insurance Co-Pays	$609.00
Quarterly Reporting	$600.00
TOTAL	**$38,734.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
10 Intakes/Assessments	$1,800.00
150 Hours of Individual/Family Therapy	$15,000.00
250 Hours of Group Therapy	$12,500.00

100 Hours of Case Management	$3,500.00
10 Hours of Medication Monitoring	$350.00
25 Hours of Peer Support Services	$875.00
100 Hours of Day Treatment Services	$3,500.00
Insurance Co-Pays	$1,209.00
TOTAL	**$38,734.00**

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.

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DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-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 Dare to Dream & Love Box programs in Clallam County. 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. The program will provide volunteers with a general framework to engage the children, youth and caregivers, while empowering them with a significant latitude to support the specific needs of each family. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $39,674.77.

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: Jennifer Oppelt, Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

11323-24-TOA

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Transformations by Olympic Angels** P.O. Box 654 Port Townsend, WA 98368
Phone:	510-499-4743
Contact Person:	**Rachel Perkins** Board Vice President rachel@olympicangels.org

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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 LOVE BOX AND DARE TO DREAM CASE MANAGEMENT Appendix A, Statement of Work and Budget, attached for a maximum consideration of $39,674.77.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

TRANSFORMATIONS BY OLYMPIC ANGELS:

_____
Authorized Signature

Print name: Rachel Perkins

Title: Board Vice President

Date: 12/19, 2023

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$39,674.77.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 expand delivery of 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. This program will be delivered by a Case Manager and Program Manager. The program model provides volunteers with a general framework to engage the children, youth and caregivers, while empowering them with significant latitude to support the specific needs of each family. The Case Manager will support this process throughout.

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 $39,674.77.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Case Manager	$5,829.68
Program Manager	$7,153.17
Program Direct Expenses	$2,319.28
Apricot License	$631.63
TOTAL	**$15,933.77**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Case Manager	$8,248.64
Program Manager	$12,372.96
Program Direct Expenses	$2,487.76
Apricot License	$631.64
TOTAL	**$23,741.00**

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.

2r

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-SSD
☐ 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 Sequim School District (SSD) for the Education and Early Intervention for Mental Wellness Program. Sequim High School and Sequim Middle School will provide evidence-based mental health curriculum to all seventh and ninth grade students. The Program Manager will oversee training of appropriate staff members in the curriculum. Program staff will also assist in counseling families and students, and in securing additional resources through community linkages and supports. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $306,450.00.

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: Jennifer Oppelt, Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

11323-24-SSD

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and SEQUIM SCHOOL DISTRICT, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Sequim School District** 503 N. Sequim Ave Sequim, WA 98382	
Phone:	360-582-3260	
Contacts: Administration	**Erin Fox** Principal – Sequim High School efox@sequimschools.org	**Kristen Lunt** Principal – Sequim Middle School klunt@sequimschools.org
Program	**Tarynn Kettel** Mental Wellness Programs Manager tkettel@sequimschools.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 EDUCATION AND EARLY INTERVENTION FOR MENTAL WELLNESS Appendix A, Statement of Work and Budget, attached for a maximum consideration of $306,450.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

SEQUIM SCHOOL DISTRICT:

Authorized Signature

Print name: Darlene Apeland

Title: Director of Business Operations & Finance

Date: December 19, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS:

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$306,450.00.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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

Sequim High School will continue implementation of the previously used evidenced-based Mental Health and High School Curriculum Guide, "Understanding Mental Health and Mental Illness", in the freshman year of every student at Sequim High School. Sequim Middle School will implement the evidence-based Mental Health and School Curriculum Guide, "Understanding Mental Health and Mental Illness, Book 1" in the seventh-grade year of every student at Sequim Middles School. The Program Manager, working directly with the High School and Middle School administration and counselors, will oversee training of appropriate staff members in the curriculum to assure continuity of implementation.

The Program Manager will be a trained professional equipped to respond to student inquiries and provide resources to assist students and families. This individual will collaborate with school counselors to determine when further referrals to more intensive treatment or education are needed. High school and Middle school teaching and counseling staff will be able to use program expertise to improve the services inside and outside of the classroom. Linkages to outside resources and community services for adolescents and their families will be strengthened.

Goals

- To educate staff and students on mental health, mental illnesses and resources
- To mitigate and minimize the stigma around mental illness
- To minimize the current barriers in place for youth seeking mental health resources in our community
- To ensure students to receive mental health services in a timely manner, in turn setting those students up for better success in the classroom and mitigating their likelihood to drop out of high school. According to the National Alliance on Mental Illness, high school students with depression are more than two times more likely to drop out than their peers.
- To minimize the suicidal tendencies and rate of suicide amongst our students. National statistics reflect: 90% of youth who die by suicide had an underlying mental illness. through education and increased access to resources

Maximum consideration for this contract is $306,450.00.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Program Manager	$52,000.00
Contracted Community Counselors	$95,000.00
TOTAL	**$147,000.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Program Manager	$54,600.00

Contracted Community Counselors	$104,850.00
TOTAL	**$159,450.00**

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.

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DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-RCSG-UN
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Reflections Counseling Services Group (RCSG) for the Underinsured & Non-insured Program. This program will provide substance use disorder (SUD) treatment and other behavioral health services to underinsured and non-insured individuals. Direct client services to include outpatient and intensive outpatient treatment services, assessment, individual sessions, individual sessions with family, adult groups, youth groups, case management, and peer support. Financial screening to be done to determine eligibility. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $205,500.00.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
Funds are in 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: Jennifer Oppelt, Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

11323-24-RCSG-UN

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and REFLECTIONS COUNSELING SERVICES GROUP, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Reflections Counseling Services Group** 3430 East HWY 101, Suite 3 Port Angeles, WA 98362
Phone:	360-452-4062 x314
Contact Person:	**G'Nell Ashley** Administrator gnell@rcsgpa.org

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This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for UNDERINSURED & NONINSURED Appendix A, Statement of Work and Budget, attached for a maximum consideration of $205,500.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

REFLECTIONS COUNSELING SERVICES GROUP:

_____
Authorized Signature

Print name: G'Nell Ashley

Title: Administrator

Date: December 12th, 2023

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$205,500.00.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated

staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 to provide substance use disorder (SUD) treatment and other behavioral health services to underinsured and non-insured individuals. Direct client services will include outpatient and intensive outpatient treatment services provided by a Substance Use Disorder Professional or Substance Use Disorder Professional Trainee. All services will be billed as a fee for services. Services will include assessment, individual sessions, individual sessions with family, adult groups, youth groups, case management, and peer support.

Financial screening will be done to establish eligibility and determine that other funding is not available for an individual's treatment.

Maximum consideration for this contract is $205,500.00.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Outpatient/Intensive Outpatient SUD Treatment Services	$102,750.00
TOTAL	**$102,750.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Outpatient/Intensive Outpatient SUD Treatment Services	$102,750.00
TOTAL	**$102,750.00**

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.

2T

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) DEC 2 6 2023

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-RCSG-CI
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Reflections Counseling Services Group (RCSG) for the Crisis Intervention Program. This program aims to stabilize crisis situations, educate families, engage clients in substance use disorder (SUD) treatment, provide referrals, remove barriers to treatment services and offer recovery support during transitions in care. SUD crisis services will be offered on a walk-in basis. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $284,700.00.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
Funds are in 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: Jennifer Oppelt , Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

11323-24-RCSG-CI

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and REFLECTIONS COUNSELING SERVICES GROUP, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Reflections Counseling Services Group** 3430 East HWY 101, Suite 3 Port Angeles, WA 98362
Phone:	360-452-4062 x314
Contact Person:	**G'Nell Ashley** Administrator gnell@rcsgpa.org

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This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for CRISIS INTERVENTION Appendix A, Statement of Work and Budget, attached for a maximum consideration of $284,700.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

REFLECTIONS COUNSELING SERVICES GROUP:

Authorized Signature

Print name: G'Nell Ashley

Title: Administrator

Date: December 12th, 2023

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$284,700.00.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated

staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 crisis intervention, substance use disorder treatment, and case management to those using intravenous drugs (IUID), pregnant and parenting women (PPW) and to individuals meeting the crisis criteria. These services will be used to stabilize crisis situations, educate families and engage clients in SUD treatment, provide referrals, remove barriers to treatment, and offer recovery support during transition of care. SUD Crisis services will be offered on a walk-in basis.

Individuals with Substance Use Disorders and their families may participate in treatment services based on their willingness. Clients will receive referrals, treatment and case management through various levels of care as appropriate. If the client does not wish their family members be included in their treatment planning, RCSG will refer the family to attend a Family Anonymous Program hosted by RCSG. Contractor will provide prevention education and intervention through Love First, to help provide families with progressive evidence-based techniques to help a loved one suffering from SUD.

As clients transition through the levels of care; crisis, detox, residential (if required), through intensive outpatient to outpatient care, RCSG will provide transportation and connect each client with the appropriate social services using our cross-system collaboration. This will include but is not limited to, housing resources, mental health services, medical care, transportation needs, employment support, food security and outreach to the families of the individual or integration back into the community or workplace.

Direct client services and case management will be billed as a fee for services. Direct client services will be provided by a Substance Use Disorder Professional or Substance Use Disorder Professional Trainee. Direct client services will include screening, brief intervention, assessments, and referrals to treatment. Case Management will be provided by a Client Services Coordinator. Case management services will include collaboration with other providers and the client, assisting with housing, transportation, and in-patient treatment services.

Contractor will increase crisis services to the West-End of Clallam County to include those incarcerated at the Forks Correctional Facility. A crisis interventionist will facilitate a weekly two-hour educational group to incarcerated individuals at the Forks Jail using the Smart Recovery Inside Out curriculum.

Transportation expenses will be used for bus tickets or other transportation costs as identified to transport clients to and from treatment. Mileage will be reimbursed at the current federal rate per mile ($0.65)

Housing and client support will include; emergency, temporary, safe clean and sober housing, food, hygiene supplies, kick-it kits for self-detox and clothing.

Technology will include three (3) cell phones used for the Crisis Interventionist and the Client Services Coordinator and two (2) hotspot devices for remote work. One laptop will be purchased.

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 $284,700.00.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Direct Client Services & Case Management	$102,550.00

Transportation & Mileage ($0.65 per mile) Expenses	$5,000.00
Housing & Client Support	$5,550.00
Technology	$2,500.00
Prevention Education & Intervention Curriculum	$750.00
Forks Jail Services	$26,000.00
TOTAL	**$142,350.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Direct Client Services & Case Management	$102,550.00
Transportation & Mileage ($0.65 per mile)	$5,000.00
Housing & Client Support	$5,550.00
Technology	$2,500.00
Prevention Education & Intervention Curriculum	$750.00
Forks Jail Services	$26,000.00
TOTAL	**$142,350.00**

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.

DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 11323-24-PAFD

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Port Angeles Fire Department (PAFD) for the Community Paramedic Program. The Community Paramedic Program utilizes firefighter-paramedics that work with at-risk people for the provision of medical care services throughout Clallam County. This program will provide an increased level of health care in the community, reduce visits to the ED, reduce 9-1-1 calls, and provide referrals. The Community Paramedics will collaborate with healthcare providers and emergency service partners to identify and support community members living with behavioral health issues, substance use disorders, and chronic health conditions. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $351,871.24.

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: Jennifer Oppelt, Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

AIS 11323-24-PAFD
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

11323-24-PAFD

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and PORT ANGELES FIRE DEPARTMENT, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Port Angeles Fire Department** 102 E 5th Street Port Angeles, WA 98362
Phone:	360-417-4651
Contact Person:	**Derrell Sharp** Fire Chief dsharp@cityofpa.us

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This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for COMMUNITY PARAMEDIC Appendix A, Statement of Work and Budget, attached for a maximum consideration of $351,871.24.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

PORT ANGELES FIRE DEPARTMENT:

_____
Authorized Signature

Print name: Nathan West

Title: Port Angeles City Manager

Date: 12/19/2023, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS:

_____
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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$351,871.24.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 utilize a Firefighter/Paramedic that will work with at-risk people for the provision of medical care services throughout Clallam County.

Job Descriptions

2.2 Firefighter/Paramedic

2.2.1 Nature of Work

In addition to general duties and responsibilities of a firefighter, provides patient care and treatment in medical emergencies under the direct or indirect supervision of a physician and, in the event of life-threatening emergencies, on own initiative to the extent authorized by Clallam County ALS Protocols.

2.2.2 Reporting Relationships

While providing emergency patient care and treatment, firefighter/paramedic is under the direct or indirect supervision of the Clallam County Medical Program Director.

When not involved in providing emergency care, works under the general supervision of a superior officer.

2.2.3 Duties and Responsibilities

a. Rides or drives medic vehicle in response to emergency calls; physically examines and takes history of victim; formulates a plan of treatment and performs therapeutic maneuvers in accordance with standing orders; transports to hospital as required.

b. Maintains emergency aid equipment; replenishes medications and supplies.

c. BLS Evaluator, instructs CPR and EMT training.

d. Makes public presentations regarding the Medic I program.

e. Responds to fire emergencies in medic vehicle; works as a member of the engine or ladder company; provides rescue or aid to victims as needed; carries out ventilation procedures; performs salvage and other duties as required.

f. Participates in firefighting training exercises and classroom sessions.

g. Performs routine duties, including maintenance checks and minor repairs to apparatus, cleaning and maintaining station facilities.

2.2.4 Knowledge, Abilities and Skills

a. Must be certified as a paramedic by the Clallam County Medical Program Director, and be a Washington State certified paramedic.

b. Thorough knowledge of modern methods, principles, techniques and practices applied to firefighting, fire prevention, fire safety inspection, natural or man-made disasters, and related fields.

c. Knowledge of and ability to competently use, operate, and maintain firefighting equipment and tools including trucks, ladders, hose, and heavy-duty fire apparatus.

d. Knowledge of salvage and overhaul operations and methods.

e. Ability to operate hand and power tools used in maintenance, construction, and demolition.

f. Knowledge of traffic laws, ordinances, and regulations involving emergency vehicle operation.

g. Ability to memorize the geography, street locations, locations of hydrants, buildings, and routes in the City of Port Angeles as well as individual characteristics of buildings including construction, hazards, and built-in protective devices.

h. Ability to read and interpret maps, plans, and diagrams.

i. Knowledge of the basic principles of building construction, building and fire codes, electricity, and chemistry including the hazardous chemical properties of a variety of materials.

j. Ability to work in the face of real and potential danger.

k. Knowledge of FCC radio communications rules and regulations.

l. Ability to rapidly analyze dangerous situations and take reasonable course of action; reacting quickly and calmly and to recall facts and conditions observed while under severe physical and emotional stress.

m. Ability to deal with the public courteously and effectively; i.e., enforce laws and ordinances with firmness, tact, and impartiality.

n. Ability to maintain harmonious working relationships with supervisors, co-workers, and other City of Port Angeles employees.

o. Ability to perform moderately complex mathematical computations.

p. Ability to communicate effectively, both orally and in writing.

2.2.5 Position Requirements

a. Must be a Washington State certified paramedic. Posses and maintain a valid Washington State driver's license. High school graduate or equivalent.

b. Must attain IFSAC Firefighter II certification in order to be eligible for promotion to Top Step Firefighter/Paramedic.

2.2.6 Physical Requirements

a. Ability to perform a variety of firefighting/paramedic skills and duties such as: Carrying and manipulating hose, ladders, monitors, and other firefighting equipment; lifting firefighting equipment and rescuing people. Climb ladders; extricate victims; operate light and heavy mechanical equipment. Ability to endure physical discomfort for long periods of time. Ability to meet physical requirements shall be determined by pre-employment testing, medical examination, and subsequent on-the-job performance.

b. As a condition of employment, all firefighter/paramedics must be non-smokers at the time of hire and thereafter, on or off the job.

Objectives include;

A. Identify and make contact with a minimum of 75 individuals during every six-month period.

B. Reduce overall incidence of drug overdose fatalities.

C. Reduce visits to the hospital emergency department.

D. Reduce 9-1-1 calls for service.

E. Provide referrals to appropriate health care alternatives.

The Community Paramedics will collaborate with healthcare providers and emergency service partners to identify and support community members living with behavioral health issues, substance use disorders, and chronic

health conditions. Their activities are designed to bridge gaps in care, providing essential assistance until patients have the necessary resources to thrive independently.

Maximum consideration for this contract is $351,871.24

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Community Paramedic	$103,515.57
Community Paramedic	$102.743.76
TOTAL	**$206,259.33**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Community Paramedic	$72,805.96
Community Paramedic	$72,805.96
TOTAL	**$145,611.91**

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.

JV

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-OPGC
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Olympic Personal Growth Center (OPGC) 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 for 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, 2024 through December 31, 2025 in the amount of $58,860.00.

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: Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

11323-24-OPGC

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Olympic Personal Growth Center** 390 E. Cedar Street Sequim, WA 98382
Phone:	360-681-8463
Contact Person:	**Kristina Bullington** President kristinaopgc@hotmail.com

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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 $58,860.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

OLYMPIC PERSONAL GROWTH CENTER:

_____
Authorized Signature

Print name: Kristina Bullington

Title: President

Date: 12, 18, 2023

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$58,860.00.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

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 ar y 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-C680 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 indiv dual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, Its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provisior 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 Filling the Gap program will provide direct services funding for youth and adults in need of behavioral health treatment and assessment for substance use disorder (SUD) treatment. SUD treatment will consist of several therapy settings including group, individual, family, and conjoint sessions. Candidates will be screened into the program based on financial eligibility and a lack of other resources available to fund their treatment. Services will be provided based on an Individual's needs and diagnosis. Services provided will Include; group therapy, individual therapy, family counseling, conjoint sessions, assessments, case management, urina ysis testing, outreach and engagement, and recovery coaching (peer support).

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.
- 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, and social relationships.

Maximum consideration for this contract is $58,860.00

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Group Therapy	$25,830.00
Individual Therapy	$2,400.00
Assesment	$1,200.00
TOTAL	**$29,430.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Group Therapy	$25,830.00
Individual Therapy	$2,400.00
Assessment	$1,200.00
TOTAL	**$29,430.00**

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.

DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-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 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, 2024 through December 31, 2025 in the amount of $220,000.00.

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: , Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

AIS 11323-24-OPCC
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

11323-24-OPCC

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Olympic Peninsula Community Clinic** 819 Georgiana Street Port Angeles, WA 98362
Phone:	360-457-4431
Contact Person:	**T. Scott Brandon** CEO tsbrandon@opcclinic.org

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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 Appendix A, Statement of Work and Budget, attached for a maximum consideration of $220,000.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

OLYMPIC PENINSULA COMMUNITY CLINIC:

T. Scott Brandon
Authorized Signature

Print name: T.Scott Brandon

Title: CEO

Date: 18-DEC, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS:

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$220,000.00.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability Insurance shall be written on an Insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 program will provide proactive, reactive and co-response outreach to identify underserved community members with behavioral health needs throughout the entirety of Clallam County with a focus on addressing the needs in the West End. 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 program will:

- Provide proactive outreach, co-response and referral-based identification. Objective to contact 250 qualifying community members per year via outreach, co-response or referral.
- Provide behavioral health care and case management services.
- Coordinate with service providers to link participants to behavioral health and other necessary services. Target of 40% service linkage.

Maximum consideration for this contract is $220,000.00

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE

January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Case Management	$54,000.00
Scheduler/Coordinator	$8,000.00
Program Supervision	$8,000.00
Medical/Behavioral Provider	$30,000.00
TOTAL	**$100,000.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Case Management	$60,000.00
Scheduler/Coordinator	$12,000.00
Program Supervision	$10,000.00
Medical/Behavioral Provider	$38,000.00
TOTAL	**$120,000.00**

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.

3A

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Board of Equalization

WORK SESSION ☒ **Meeting Date: 12/11/2023**

REGULAR AGENDA ☒ **Meeting Date: 12/26/2023**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☒ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

RCW 84.48.010 requires approval of the legislative authority for the Board of Equalization to convene at any time petitions filed exceed twenty-five or 10 percent of the number of appeals filed in the preceding year, whichever is greater. To date, more than 10% of the appeals filed in the preceding year have been filed.

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?)

Adopt the Resolution allowing the Board of Equalization to convene for the purposes of hearing appeals.

County Official signature & print name: Rachel Weed Rachel Weed, BOE Clerk

Name of Employee/Stakeholder attending meeting: Rachel Weed

Relevant Departments: BOE

Date submitted: 12/6/2023

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* 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)

Reconvene Board of Equalization 12.26.23
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

AUTHORIZING THE BOARD OF EQUALIZATION TO CONVENE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. RCW 84.48.010 requires approval of the legislative authority for the Board of Equalization to convene at any time petitions filed exceed 25 or 10 percent of the number of appeals filed in the preceding year, whichever is greater.

2. The Clerk of the Board of Equalization verifies the requirements for convening under RCW 84.48.010 have been satisfied.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. Approves the request of the Board of Equalization to convene for the purpose of hearing appeals filed for the 2023 assessment year, taxes payable in 2024.

PASSED AND ADOPTED this 26th of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, Clerk of the Board

DRAFT

36

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-11-23**

REGULAR AGENDA ☒ **Meeting Date: 12-26-23**

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:
Vacancies exist on the Sheriff's Citizens Advisory Committee due to the expiration of terms.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. Two new applications were received.

The current members advised the Commissioner's Office of their interest in continuing to serve and asked to be considered for another term.

Brian King, Sheriff, endorses the reappointment of Charles Meyer, Lourene O'Brien, and Alan Barnard to the Sheriff's Citizen Advisory Committee.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution reappointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Sheriff's Office

Relevant Departments: Board of Commissioners and Sheriff's Office

Date submitted: 11-30-23

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

REAPPOINTING MEMBERS TO THE SHERIFF'S CITIZENS ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Sheriff's Citizens Advisory Committee due to the expiration of terms.

2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. Two new applications were received.

3. The current members advised the Commissioner's Office of their interest in continuing to serve and asked to be considered for another term.

4. Brian King, Sheriff, endorses the reappointment of Charles Meyer, Lourene O'Brien, and Alan Barnard to the Sheriff's Citizen Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. That **Charles Meyer** is reappointed to the Unincorporated area surrounding Sequim position for a term expiring December 31, 2026.

2. That **Lourene O'Brien** is reappointed to the Unincorporated area surrounding Port Angeles position for a term expiring December 31, 2026.

3. That **Alan Barnard** is reappointed to the At-large position for a term expiring December 31, 2026.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.251
Appointee
Sheriff's Office

DRAFT

3C

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

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:
Vacancies exist on the Permit Advisory Board due to the expiration of terms.

A press release was issued in November 2023 to solicit applications from interested citizens. The current members with the expiring terms were notified. No other applications were received.

The members with the expiring terms notified the Commissioner's Office in writing they are interested in continuing to serve and asked to be considered for another term.

The Director of the Department of Community Development supports the reappointments of Annie O'Rourke, Mattias Jarvegren and Carla Sebastian.

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, Department of Community Development

Relevant Departments: Board of Commissioners, Department of Community Development

Date submitted: 11-30-23

RESOLUTION _____, 2023

REAPPOINTING MEMBERS TO THE PERMIT ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Permit Advisory Board due to the expiration of terms.

2. A press release was issued in November 2023 to solicit applications from interested citizens. The current members with the expiring terms were notified. No other applications were received.

3. The members with the expiring terms notified the Commissioner's Office in writing they are interested in continuing to serve and asked to be considered for another term.

4. The Director of the Department of Community Development supports the reappointments of Annie O'Rourke, Mattias Jarvegren and Carla Sebastian.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. **Annie O'Rourke** is reappointed as the Code Consultant representative for a term ending December 31, 2026.

2. **Mattias Jarvegren** is reappointed as the Energy Industry representative for a term ending December 31, 2026.

3. **Carla Sebastian** is reappointed as the Homebuilders' Association representative for a term ending December 31, 2026.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

c: A22.171
Appointee
DCD

DRAFT

3d

DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-11-23**

REGULAR AGENDA ☒ **Meeting Date: 12-26-23**

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☒ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Executive summary:

A vacancy exists on the Housing Solutions Committee due to an expiration of term.

A notice of vacancy was issued to the press in November 2023 to solicit applications and the current member with an expiring term was notified. One new application was received.

The member whose term is expiring notified the Board of Commissioner's in writing that they are interested in being considered for reappointment.

The North Peninsula Building Association recommends the reappointment of Gregory McCarry to the Housing Solutions Committee.

Commissioner Johnson endorses the reappointment of Gregory McCarry to the Housing Solutions Committee.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve and sign resolution reappointing.

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: 12-4-23

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

REAPPOINTING A MEMBER TO THE
HOUSING SOLUTIONS COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Housing Solutions Committee due to an expiration of term.

2. A notice of vacancy was issued to the press in November 2023 to solicit applications and the current member with an expiring term was notified. One new application was received.

3. The member whose term is expiring notified the Board of Commissioner's in writing that they are interested in being considered for reappointment.

4. The North Peninsula Building Association recommends the reappointment of Gregory McCarry to the Housing Solutions Committee.

5. Commissioner Johnson endorses the reappointment of Gregory McCarry to the Housing Solutions Committee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. **Gregory McCarry** is reappointed to serve as the North Peninsula Building Association representative for a term ending December 31, 2026.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

DRAFT

3e

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) DEC 2 6 2023

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-11-23**

REGULAR AGENDA ☒ **Meeting Date: 12-26-23**

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:
Vacancies exist on the Planning Commission due to the expiration of terms.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with expiring terms were notified. One application was received.

The members with the expiring terms advised the Commissioner's Office in writing they are interested in continuing service and asked to be considered for another term.

The Director of the Department of Community Development supports their reappointments.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution appointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Department of Community Development

Relevant Departments: Board of Commissioners and Department of Community Development

Date submitted: 12-4-23

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* 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)

Planning Commission Booth et al 12-26-23
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

REAPPOINTING MEMBERS TO THE PLANNING COMMISSION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Planning Commission due to the expiration of terms.

2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with expiring terms were notified. One application was received.

3. The members with the expiring terms advised the Commissioner's Office in writing they are interested in continuing service and asked to be considered for another term.

4. The Director of the Department of Community Development supports their reappointments.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Nikki Booth** is reappointed to serve as the District I (a) representative for a term ending December 31, 2027.

2. **Thomas Butler** is reappointed to serve as the District II (c) representative for a term ending December 31, 2027.

3. **Kenneth Reandeau** is reappointed to serve as the District III (b) representative for a term ending December 31, 2027.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.171
Appointee(s)
DCD

DRAFT

3F

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-11-23**

REGULAR AGENDA ☒ **Meeting Date: 12-26-23**

Item summary:

- ☐ Call for Hearing
- ☐ Contract/Agreement/MOU - Contract #
- ☒ Resolution
- ☐ Proclamation
- ☐ Budget Item
- ☐ Draft Ordinance
- ☐ Final Ordinance
- ☐ Other

Executive summary:

Vacancies exist on the Homelessness Task Force due to the expiration of terms.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. Three applications were received.

The members with the expiring terms advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.

Health and Human Services Deputy Director endorses the reappointment of Sarah Woodward and Sharon Maggard to the Homelessness Task Force.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution appointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Health & Human Services Department

Relevant Departments: Board of Commissioners, Health & Human Services Department

Date submitted: 12-4-23

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

REAPPOINTING A MEMBER TO THE HOMELESSNESS TASK FORCE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Homelessness Task Force due to the expiration of terms.

2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. Three applications were received.

3. The members with the expiring terms 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 Deputy Director endorses the reappointment of Sarah Woodward and Sharon Maggard to the Homelessness Task Force.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Sarah Woodard** is reappointed as the representative for Domestic Violence/Sexual Assault Providers for a term expiring December 31, 2026.

2. **Sharon Maggard** is reappointed as the representative for Serenity House for a term expiring on December 31, 2026.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

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Mark Ozias, Chair

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Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.163
Appointee(s)
HHS

DRAFT

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-11-23**

REGULAR AGENDA ☒ **Meeting Date: 12-26-23**

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:
Vacancies exist on the Opportunity Fund Board due to expiration of terms.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. No new applications were received.

The current members advised the Commissioner's Office of their interest in continuing to serve and asked to be considered for another term.

The Executive Director of the Economic Development Corporation supports the continued participation and reappointment of these members.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution reappointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Colleen McAleer

Relevant Departments: EDC/BOCC

Date submitted: 12-5-23

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

REAPPOINTING MEMBERS TO THE OPPORTUNITY FUND BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Opportunity Fund Board due to expiration of terms.

2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. No new applications were received.

3. The current members advised the Commissioner's Office of their interest in continuing to serve and asked to be considered for another term.

4. The Executive Director of the Economic Development Corporation supports the continued participation and reappointment of these members.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Bill Hermann** is reappointed as the Port of Port Angeles representative on the Opportunity Fund Board for a term expiring December 31, 2026.

2. **Johanna Bartee** is reappointed as the City of Port Angeles on the Opportunity Fund Board for a term expiring December 31, 2026.

3. **Joseph Murray** is reappointed as the District III representative on the Opportunity Fund Board for a term expiring December 31, 2026.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

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Mark Ozias, Chair

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Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

c: A22.27
Appointee (s)
EDC

DRAFT

3h

DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

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:

Vacancies exist on the Marine Resources Committee due to the expiration of terms.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current member with an expiring term was notified. Two applications were received.

The members with the expiring terms advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.

The Department of Community Development endorses the reappointments of Robert Vreeland, Ann Soule and Lyn Muench to the Marine Resources Committee.

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, Department of Community Development – Rebecca Mahan

Relevant Departments: Board of Commissioners, Department of Community Development

Date submitted: 12-6-23

RESOLUTION _____, 2023

REAPPOINTING MEMBERS TO THE
MARINE RESOURCES COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Marine Resources Committee due to the expiration of terms.

2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current member with an expiring term was notified. Two applications were received.

3. The members with the expiring terms advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.

4. The Department of Community Development endorses the reappointments of Robert Vreeland, Ann Soule and Lyn Muench to the Marine Resources Committee.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Robert Vreeland** is reappointed to serve as the Conservation/Environmental representative for a term ending December 31, 2027.

2. **Ann Soule** is reappointed to serve as the District II representative for a term ending December 31, 2027.

3. **Lyn Muench** is reappointed to serve as the District II Alternate representative for a term ending December 31, 2027.

PASSED AND ADOPTED this 26th day of December 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

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Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.164
Appointee
DCD

DRAFT

3i

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) DEC 26 2023

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

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:
Vacancies exist on the Solid Waste Advisory Committee due to expiration of terms.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. Three new applications were received.

The members whose terms are expiring notified the Board of Commissioner's in writing that they are interested in being considered for reappointment.

The Public Works Department endorses the appointment of Joey Deese to the Solid Waste Advisory Committee.

The Public Works Department endorses the reappointments of Christy Cox, Brian Tate, Stephen Pendleton and Clea Rome to the Solid Waste Advisory Committee.

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 appoint.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Public Works

Relevant Departments: Board of Commissioners, Public Works

Date submitted: 12-5-23

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* 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)

SWAC Cox et al 12-26-23
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

APPOINTING AND REAPPOINTING MEMBERS
TO THE SOLID WASTE ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Solid Waste Advisory Committee due to expiration of terms.

2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. Three new applications were received.

3. The members whose terms are expiring notified the Board of Commissioner's in writing that they are interested in being considered for reappointment.

4. The Public Works Department endorses the appointment of Joey Deese to the Solid Waste Advisory Committee.

5. The Public Works Department endorses the reappointments of Christy Cox, Brian Tate, Stephen Pendleton and Clea Rome to the Solid Waste Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Joey Deese** is appointed to serve as the Solid Waste Industry (Waste Connection) representative for a term ending December 31, 2026.

2. **Christy Cox** is reappointed to serve as the At-large representative for a term ending December 31, 2026.

3. **Brian Tate** is reappointed to serve as the Solid Waste Industry (Waste Connection) Alternate representative for a term ending December 31, 2026.

4. **Stephen Pendleton** is reappointed to serve as the Tribal Governments representative for a term ending December 31, 2026.

5. **Clea Rome** is reappointed to serve as the Agriculture Community Category Alternate representative for a term ending December 31, 2026.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.177
Appointee
Public Works

DRAFT

3J

DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-11-23**

REGULAR AGENDA ☒ **Meeting Date: 12-26-23**

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:

Vacancies exist on the Trails Advisory Committee due to the expiration of terms.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. One new application was received.

The current members with the expiring terms notified the Board of Commissioners in writing that they are interested in continuing to serve and asked to be considered for another term.

Public Works/Road Department endorses the reappointment of the members listed to the Trails Advisory Committee.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution reappointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk
Name of Employee/Stakeholder attending meeting: Board of Commissioners and Steve Gray – Public works / Road Department

Relevant Departments: Public Works/Roads/BOCC

Date submitted: 12-5-23

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

REAPPOINTING MEMBERS TO THE TRAILS ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Trails Advisory Committee due to the expiration of terms.
2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. One new application was received.
3. The current members with the expiring terms notified the Board of Commissioners in writing that they are interested in continuing to serve and asked to be considered for another term.
4. Public Works/Road Department endorses the reappointment of the members listed below to the Trails Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Dick Gritman** is reappointed to the Sequim Area Citizen-at-Large position for a term expiring December 31, 2025.
2. **Gordon Taylor** is reappointed to the Western Area Citizen-at-Large position for a term expiring December 31, 2025.
3. **Andrew Stevenson** is reappointed to the Straits Area Citizen-at-Large position for a term expiring December 31, 2025.
4. **Justin Zarzeczny** is reappointed to the Department of Natural Resources position for a term expiring December 31, 2025.
5. **Charlie Commeree** is reappointed to the City of Port Angeles position for a term expiring December 31, 2025.
6. **William Biery** is reappointed to the City of Sequim position for a term expiring December 31, 2025.
7. **Erik Rohrer** is reappointed to the City of Forks position for a term expiring December 31, 2025.
8. **Wendy Clark-Getzin** is reappointed to the Tribal Government position for a term expiring December 31, 2025.
9. **Elizabeth A. Cusanelli** is reappointed to the U.S. Forest Service (ex-officio member) position for the term expiring December 31, 2025.
10. **Jennifer Reandeau** is reappointed to the Backcountry Houseman position for a term expiring December 31, 2025.
11. **Lorrie Mittmann** is reappointed to the Trail Events Coordinator position for a term expiring December 31, 2025.
12. **James Mraz** is reappointed to serve as the Peninsula Trails Coalition representative for a term expiring December 31, 2025.
13. **Steve Gray** is reappointed as the Clallam County Road Department/Ex officio representative for a term expiring December 31, 2025.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.177 / Appointee / Public Works

J:\public\Resolutions\Board Appointments\Trails Advisory Committee\2023\Trails Advisory Committee reappointments 12-26-23.docx

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AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

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 Boundary Review Board due to expiration of terms.

A notice of vacancy was issued to the press in November 2023 to solicit applications, and the current member with an expiring term was notified. No applications were received.

State of Washington Governor Jay Inslee recommends the reappointment of Richard Hendricksen to the Clallam County Boundary Review Board – Governor Appointee position.

The member with the expiring term advised the Commissioner's Office of their interest in continuing to serve.

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

Relevant Departments: Board of Commissioners

Date submitted: 12-15-23

RESOLUTION _____, 2023

REAPPOINTING REPRESENTATIVES
TO THE BOUNDARY REVIEW BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Boundary Review Board due to expiration of terms.

2. A notice of vacancy was issued to the press in November 2023 to solicit applications, and the current member with an expiring term was notified. No applications were received.

3. State of Washington Governor Jay Inslee recommends the reappointment of Richard Hendricksen to the Clallam County Boundary Review Board – Governor Appointee position.

4. The member with the expiring term advised the Commissioner's Office of their interest in continuing to serve.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. **Richard Hendricksen** is reappointed to the Governor Appointee representative position on the Boundary Review Board for a term ending December 31, 2027.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

DRAFT

1a

DEC 2 6 2023

Date of report: December 20, 2023

General	**$359,581.62**
Other	**$680,778.20**
Total	**$1,040,359.82**

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 _____ 2023.

COPY

_____COUNTY AUDITOR
SHOONA RIGGS

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

_____
MIKE FRENCH

COPY

_____
RANDY JOHNSON

_____
TODD MIELKE (County Administrator)

Weekly Expenditures

Dec. 18 - 22, 2023

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	**Assessor**	3,213.73			
00100.221	**Auditor**	56,446.33			
00100.241/291	**Commissioners (BOCC)**	19,548.40			
19914.291	BOCC - Veterans Relief		3,536.27		
19961.291	BOCC - American Rescue Plan Act		69,576.39		
19991.291	BOCC - Emergency Communications		146,242.44		
00100.331-334	**Dept. of Community Develop't (DCD)**	18,013.43		18.93	
30301.331	DCD - Lower Dungeness Floodplain		1,780.92		
00100.871	**District Court I**	1,241.55			
11301.511	**Health & Human Services (HHS)**		6,089.68		
00100.511	HHS - Environmental Health	5,764.80			
11322.511	HHS - Homeless Task Force		3,633.30		
11323.511	HHS - Chem Dep/Mental Hlth		36,965.69		
11331.511	HHS - Developmental Disabilities		152,814.16		
00100.461	**Human Resources (HR)**	7,675.85			
50401.461	HR - Risk Management		12,636.30		
50501.461	HR - Workers Compensation		2,496.96		
00100.411	**Information Technology (IT)**	28,412.75			
30701.411	IT - Capital Projects		24,246.89		
00100.851	**Juvenile Services**	14,201.62		15.84	
00100.911/912	**Parks Fair Facilities (PFF)**	46,092.43			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		46,401.38		
30201.911	PFF - REET 2 (Real Estate Excise Tax)		1,083.15		
30501.911	PFF - Capital Projects		32,888.25		
00100.841-843	**Prosecuting Attorney**	12,746.52			
	Public Works (PW)				
10101.611	PW - Roads		52,130.21		
30401.331	PW - Dungeness Reservoir		31,506.92		
30805.611	PW - Broadband Infrastructure		5,473.93		
40201.611	PW - Solid Waste		78.02		
41401.611	PW - Clallam/Sekiu Sewer		6,248.81		
43401.611	PW - Bullman Beach Water System		616.76		
50301.611	PW - ER&R (Equip't Rental & Revolving)		38,123.79		
00100.811-815,817	**Sheriff**	61,272.18		156.98	
00100.816	Sheriff - Jail Medical	4,654.71			
11003.811	Sheriff - Boating Safety		545.00		
11008.811	Sheriff - OPNET Drug		1,420.38		
11065.811	Sheriff - OPSCAN Operations		2,066.90		34.76
11080.811	Sheriff - Inmate Commissary		651.84		4.60
00100.861	**Superior Court**	5,198.87			
12905.861	Superior Court - Dispute Resolution		720.00		
12911.861	Superior Court - Courthouse Facilitator		560.00		
00100.231	**Treasurer**	466.30			
12201.231	Treasurer - O&M (Operation & Maintenance)		204.50		
00100.931	**WSU Extension**	74,440.40			
	Total	**359,389.87**	**680,738.84**	**191.75**	**39.36**

VISA Current Charges:	
Statement Date:	

Report Reconciliation		**Totals**			
Total	**1,040,128.71**	**General Fund**	**359,581.62**		
Final Check Lists	**1,040,128.71**	**Non-GF**	**680,778.20**		
Difference	-	**VISA Charges**	-		
		Grand Total	**1,040,359.82**	Use Tax	231.11

Prepared by: COPY

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
12/26/2023	JPS INTEROPERABILITY SOLUTIONS, INC	9474	jkoon	395.00	34.76	395.00
12/26/2023	SWANSONS SERVICES CORP.	1788271	jkoon	52.21	4.60	52.21
12/26/2023	U S BANK	AMZN 11-29-23	lkennedy	215.10	18.93	215.10
12/26/2023	U S BANK	3967	moliver4	180.00	15.84	180.00
12/26/2023	U S BANK	0945-Dec23	jkoon2	1,352.84	119.05	1,565.34
12/26/2023	U S BANK	6730-Dec23	jkoon2	188.81	16.62	1,496.06
12/26/2023	U S BANK	4738-Dec23	jkoon2	121.90	10.73	675.58
12/26/2023	U S BANK	8739-Dec23	jkoon2	120.20	10.58	343.43
			Totals:	**2,626.06**	**231.11**	**4,922.72**

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000360	CLALLAM COUNTY ER&R	2023.341E	12/11/2023	VEHICLE RENTAL FOR NOV	1,381.00	1,381.00
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132262	12/11/2023	CONTRACT OVERAGE CANO	243.84	
				1132263	12/11/2023	CONTRACT OVERAGE CANO	155.64	399.48
	12/26/2023	0001641	VERIZON WIRELESS	9950045188	12/11/2023	DATA FOR APPRAISAL DEVIC	1,137.04	1,137.04
	12/26/2023	0020849	U S BANK	USB 12-11-2023	12/11/2023	FILE FOLDERS FOR BOE CAS	62.76	62.76
	12/26/2023	0021386	STAPLES ADVANTAGE	8072349208	12/11/2023	OFFICE SUPPLIES	210.23	
				8072407687	12/11/2023	PLANNER/CALENDAR	7.38	217.61
	12/26/2023	0033199	LEMAY MOBILE SHREDDING	4819861S185	12/11/2023	DOCUMENT DESTRUCTION	15.84	15.84
						Sub total for U S BANK:		3,213.73

3,213.73+
56,446.33+
235,367.23+
19,794.35+
1,241.55+
3,724.26+
201,543.37+
22,809.11+
52,659.64+
14,201.62+
126,465.21+
12,746.52+
38,123.79+
52,130.21+
6,943.59+
36,980.85+
8,516.48+
57,439.82+
4,654.71+
6,478.87+
670.80+
3,536.27+
75,440.40+
1,040,128.71*+
0.*

0.*

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000546	EXPRESS SERVICES, INC	30029266	12/6/2023	SAVANAH WISE	524.88	
				30065181	12/13/2023	SAVANAH WISE	220.32	
				29993846	11/29/2023	SAVANAH WISE	84.24	829.44
	12/26/2023	0019068	K & H PRINTERS INC	065286	12/12/2023	ENVELOPES & SECRECY SLE	30,126.42	30,126.42
	12/26/2023	0035750	SECRETARY OF STATE	1148	12/14/2023	POSTAGE FOR 2023 GENERA	25,490.47	25,490.47
						Sub total for U S BANK:		56,446.33

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000289	CDW GOVERNMENT, INC.	KR75598	12/11/2023	BOCC CONFERENCE ROOM '	1,302.31	1,302.31
	12/26/2023	0000716	HAYDEN, JOHN F	Jan-24	12/11/2023	SUPERIOR COURT CONFLIC'	2,333.00	2,333.00
	12/26/2023	0000753	PENINSULA HOUSING AUTHO	SH52311302023	12/11/2023	NOVEMBER PAYMENT PER C	32,185.07	32,185.07
	12/26/2023	0001252	PORT ANGELES, CITY OF	E911 November	12/11/2023	EMERGENCY COMMUNICATI(	146,242.44	146,242.44
	12/26/2023	0001607	KAREN L UNGER, P.S.	Jan-24	12/11/2023	SUPERIOR COURT CONFLIC'	4,000.00	4,000.00
	12/26/2023	0004037	HARPER RIDGEVIEW CHAPEL	02096	12/11/2023	MICHAEL KEVIN MICHNEWIC	1,325.00	1,325.00
	12/26/2023	0015513	OLYMPIC PENINSULA COMML	ARPA OPCC 11/	12/11/2023	ARPA - HHS MEDICAL RESPIT	18,705.07	18,705.07
	12/26/2023	0020849	U S BANK	CMO 11/30/2023	12/11/2023	CMO NACO CONF REGISTRA	520.00	
				amazon 12/01/2(	12/11/2023	HOLIDAY BREAKFAST	53.00	573.00
	12/26/2023	0021617	WOLFLEY LAW OFFICE P.S.	Jan-24	12/11/2023	SUPERIOR COURT CONFLIC'	4,000.00	
				Jan-24 JW	12/11/2023	SUPERIOR COURT CONFLIC'	1,050.00	5,050.00
	12/26/2023	0023383	PAYNE LAW, PS	Jan-24	12/11/2023	SUPERIOR COURT CONFLIC'	4,000.00	4,000.00
	12/26/2023	0035416	FRENCH, MICHAEL	CMF 11/13/2023	12/11/2023	CMF WSAC COUNTY LEADEF	981.17	981.17
	12/26/2023	0041493	LANE, MARK	ML 11/16/2023	12/11/2023	ML - CONTINUING ED	188.95	188.95
	12/26/2023	0044646	FORKS COMMUNITY FOOD B/	ARPA 12/11/202	12/11/2023	ARPA CONTRACT 19961.22.0(	17,383.94	17,383.94
	12/26/2023	0048781	MIELKE, TODD	ATM 11/13/2023	12/11/2023	ATM WSAC COUNTY LEADEF	1,097.28	1,097.28
						Sub total for U S BANK:		235,367.23

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000196	BILLS PLUMBING & SANIKAN	IS3666373	11/28/2023	G145 TASK 1 PROFESSIONAL	160.00	160.00
	12/26/2023	0001252	PORT ANGELES, CITY OF	NOVEMBER 202	12/8/2023	CE LANDFILL NOVEMBER 202	10,517.58	10,517.58
	12/26/2023	0003410	LEMAY MOBILE SHREDDING	4820147S185	12/1/2023	ADMIN PROFESSIONAL SERV	15.84	15.84
	12/26/2023	0003567	KENNEDY, LORI	KENNEDY 12-8-	12/8/2023	LRP OPERATING SUPPLIES	40.46	40.46
	12/26/2023	0020849	U S BANK	ICC 12-7-23 CAI	12/7/2023	CE TRAINING REGISTRATION	3,600.00	
				AMZN 1208023	12/8/2023	CE TRAINING TRAVEL	1,535.36	
				AMZN 11-16-23	11/16/2023	LRP OPERATING SUPPLIES	611.15	
				AMZN 11-17-23	11/17/2023	LRP OPERATING SUPPLY	331.84	
				AMZN 11-29-23	11/29/2023	STREAMKEEPERS OPERATIN	215.10	
				AMZN.11-8-23	11/8/2023	G157 OPERATING SUPPLY	199.85	
				AMZN 11-21-23	11/21/2023	LRP OPERATING SUPPLY	89.19	
				AMZN 11-17-23	11/17/2023	CE OPERATING SUPPLY	65.25	
				AMZN 11-19-23	11/19/2023	LRP OPERATING SUPPLIES	65.01	
				AMZN 11-17-23.	11/17/2023	LRP OPERATING SUPPLIES	47.18	
				AMZN 12-3-23	12/3/2023	ADMIN OPERATING SUPPLY	28.18	
				AMZN 11-9-23	11/8/2023	G157 OPERATING SUPPLY	25.23	6,813.34
	12/26/2023	0042760	COCHNAUER, TIM	COCHNAUER 1:	12/12/2023	G145 TASK FORAGE FISH MII	65.50	65.50
	12/26/2023	0044771	SHORE ROAD NURSERY	12/12/23	12/12/2023	G157 VEGETATION PROFESS	1,555.84	1,555.84
	12/26/2023	0046683	ODP BUSINESS SOLUTIONS L	342209552001	11/27/2023	OPERATING SUPPLIES	164.41	
				342210171001	11/27/2023	BUILDING OPERATING SUPPI	140.96	
				341894835001	11/28/2023	G145 T1 $37.40 OPERATING S	112.18	
				341906412001	11/28/2023	BUILDING OPERATING SUPPI	70.48	
				342210170001	11/23/2023	ADMIN OPERATING SUPPLY	2.37	490.40
	12/26/2023	0049296	BB DESIGNS	1001	12/9/2023	LRP OPERATING SUPPLY	135.39	135.39
						Sub total for U S BANK:		19,794.35

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000368	CLALLAM PUBLIC DEFENDER	pa23-289	12/13/2023	COPY SERVICES FOR CASE	121.60	121.60
	12/26/2023	0003410	LEMAY MOBILE SHREDDING	4819529S185	12/1/2023	LEMAY SHREDDING	15.84	15.84
	12/26/2023	0024061	STAPLES BUSINESS ADVANT/	3553996206	12/2/2023	PROBATION OFFICE SUPPLIE	544.98	
				3553996208	12/2/2023	MHC OFFICE SUPPLIES	131.85	
				3554470751	12/9/2023	MHC OFFICE SUPPLIES	83.28	760.11
	12/26/2023	0049146	NEPENTHE LABORATORY SV(	3338	6/30/2023	UA'S FOR MHC	104.00	
				3339	6/30/2023	UA'S FOR MHC	80.00	184.00
	12/26/2023	0049148	CARLSON, KAREN	22558	12/4/2023	INTERPRETOR FOR Y23-951	160.00	160.00
						Sub total for U S BANK:		1,241.55

Final Check List
CLALLAM COUNTY

HHS (1)

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0020849	U S BANK	4878 12-6-23 8	12/6/2023	FOOD - AMZN MKTP - OFFICE	551.99	
				4878 12-6-23 10	12/6/2023	FOOD - NATIONAL ENVIRONM	515.00	
				4878 12-6-23 9	12/6/2023	FOOD - NATIONAL ENVIRONM	259.00	
				4878 12-6-23 4	12/6/2023	FOOD - THERMOWORKS - OI	247.40	
				4878 12-6-23 5	12/6/2023	FOOD - AMZN MKTP - OPERA	136.38	
				4878 12-6-23 12	12/6/2023	ONSITE - AMZN MKTP - OPEI	92.07	
				4878 12-6-23 1	12/6/2023	WATER LAB - AMZN MKTP - C	43.51	
				4878 12-6-23 7	12/6/2023	ONSITE - AMZN MKTP - OPEI	40.93	
				4878 12-6-23 11	12/6/2023	ONSITE - QR.IO GENERATOR	35.00	
				4878 12-6-23 6	12/6/2023	FOOD - AMZN MKTP - OFFICE	34.49	
				4878 12-6-23 2	12/6/2023	WATER LAB - AMZN MKTP - C	27.15	
				4878 12-6-23 3	12/6/2023	WATER LAB - WATER - OPER	11.95	1,994.87
	12/26/2023	0020849	U S BANK	5178-8 11-16-23	11/16/2023	HOPS - AMAZON - WIRELESS	414.55	
				5502-2 11-16-23	11/16/2023	HOPS - AMAZON - DRY ERAS	325.85	
				5178-5 11-09-23	11/9/2023	HOPS - AMAZON - TONER CA	260.89	
				5178-2 11-08-23	11/8/2023	HOPS - O'REILLY AUTO PART	232.26	
				5178-4 11-06-23	11/6/2023	HOPS - AMAZON - HALO POR	141.43	
				5178-6 11-09-23	11/9/2023	HOPS - AMAZON - CORK BOA	110.13	
				5502-1 11-16-23	11/16/2023	HOPS - AMAZON - BATHROOI	84.41	
				5178-7 11-09-23	11/9/2023	HOPS - AMAZON - COSCO ST	56.18	
				5178-3 11-09-23	11/9/2023	HOPS - AMAZON - CUTLERY	43.55	
				5178-1 11-08-23	11/8/2023	HOPS - MT. PLEASANT IGS - '	28.50	1,697.75
	12/26/2023	0020849	U S BANK	4902-1 12-05-23	12/5/2023	DDD - RFP REVIEW MEETING	31.64	31.64
							Sub total for U S BANK:	3,724.26

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000087	ANGELES ELECTRIC INC	20880	12/11/2023	ONSITE - HOOK PARTITIONS	921.54	921.54
	12/26/2023	0000360	CLALLAM COUNTY ER&R	2023.336E	12/3/2023	ONSITE - MONTHLY VEHICLE	1,368.00	1,368.00
	12/26/2023	0036231	FISHER SCIENTIFIC COMPAN	7823253	11/16/2023	WATER LAB - LAB SUPPLIES	286.84	
				6314581	9/20/2023	WATER LAB - LAB SUPPLIES	228.10	514.94
	12/26/2023	0049303	HOLLENBACK, LISA	LH 11-22-23	11/22/2023	ONSITE - SEPTIC SYSTEM	200.00	200.00
	12/26/2023	0000918	LINCOLN STREET STATION	LSSC 11-22-23	12/6/2023	WATER QUALITY - FEDEX OV	128.00	128.00
	12/26/2023	0046683	ODP BUSINESS SOLUTIONS L	341556715001	11/22/2023	FOOD - OFFICE SUPPLIES	70.71	
				341556726001	11/22/2023	FOOD - OFFICE SUPPLIES	30.94	101.65
	12/26/2023	0001641	VERIZON WIRELESS	9950439453-2	11/28/2023	WQ - K KOWAL CELL PHONE	414.80	414.80
	12/26/2023	0042881	WA ST DEPT OF LICENSING, I	23251-Renewals	12/11/2023	ONSITE - ONSITE WASTEWA	121.00	121.00
	12/26/2023	0003993	BAILEY SIGNS & GRAPHICS	3354	12/7/2023	HOPS - SIGN INSTALLATION	369.92	369.92
	12/26/2023	0046683	ODP BUSINESS SOLUTIONS L	341952819001	11/28/2023	HOPS - LEGAL PADS, PENCIL	46.01	46.01
	12/26/2023	0001149	OLYMPIC STATIONERS INC	97237	11/17/2023	HOPS - STAMP AND STAMP P	92.15	92.15
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1133055	12/6/2023	HOPS - CONFERENCE TABLE	2,368.58	2,368.58
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	20704 11-27-23	11/27/2023	HOPS - FORKS OFFICE UTILI	154.94	154.94
	12/26/2023	0049218	SQUEAKY CLEAN SERVICES	313	12/12/2023	HOPS - HRHC JANITORIAL	300.00	300.00
	12/26/2023	0001641	VERIZON WIRELESS	9950439453-1	11/28/2023	HOPS - A MAXWELL CELL PH	955.99	955.99
	12/26/2023	0033201	WESTSIDE PIZZA	WP 12-08-23	12/8/2023	HOPS - HRHC SUPPORT GRC	104.34	104.34
	12/26/2023	0000224	BOYS & GIRLS CLUB OF OLY	11322-23-BGCO	12/7/2023	HTF - LIFE SKILLS TRAINING	2,168.68	2,168.68
	12/26/2023	0026762	THE ANSWER FOR YOUTH	11322-23-BTG 1	12/5/2023	HTF - BRIDGING THE GAP 10	1,464.62	1,464.62
	12/26/2023	0001509	CORDANT HEALTH SOLUTION	TC-99012111302	11/30/2023	CD/MH - LIFT COURT - NOVEI	94.89	94.89
	12/26/2023	0000577	FIRST STEP FAMILY SUPPOR	113232223FSFS	12/8/2023	CD/MH - PARENTS AS TEACH	9,324.69	9,324.69
	12/26/2023	0046310	OLYMPIC ANGELS	11323-22-23-TO	12/4/2023	CD/MH - DARE TO DREAM AN	3,533.54	3,533.54
	12/26/2023	0015513	OLYMPIC PENINSULA COMML	113232223OPC(	12/5/2023	CD/MH - REDISCOVERY	11,826.84	11,826.84
	12/26/2023	0001139	OLYMPIC PERSONAL GROWT	113232223OPG(	12/1/2023	CD/MH - FILLING THE GAP - A	2,095.00	
				113232223OPG(	12/1/2023	CD/MH - FILLING THE GAP - J	2,080.00	4,175.00
	12/26/2023	0001209	PENINSULA BEHAVIORAL HEA	113232223PBHF	12/11/2023	CD/MH - PATH OUTREACH SE	780.33	780.33
	12/26/2023	0001252	PORT ANGELES, CITY OF	113232223PAFD	12/6/2023	CD/MH - COMMUNITY PARAM	940.80	940.80
	12/26/2023	0022463	SEQUIM HIGH SCHOOL	11323-22-23-SH	12/6/2023	CD/MH - EDUCATION AND EA	6,289.60	6,289.60
	12/26/2023	0001462	CLALLAM MOSAIC	11331-22-CMP2I	12/10/2023	DDD - CLALLAM PARENT TO I	1,000.00	1,000.00
	12/26/2023	0000396	CONCERNED CITIZENS	CC STATE 11-23	12/8/2023	DDD - STATE CONTRACT - NC	56,679.00	56,679.00
	12/26/2023	0049300	HICKS, PAMELA	PH BT 12-06-23	12/6/2023	DDD - BUSINESS MILEAGE - I	65.43	65.43
	12/26/2023	0032803	LOPICCOLO, KEVIN	KL 12-06-23	12/6/2023	DDD - RFP MEETING	85.88	85.88
	12/26/2023	0001017	MORNINGSIDE INC	MS STATE 11-23	12/11/2023	DDD - STATE CONTRACT - NC	37,599.00	37,599.00

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0046494	PAVE	11331-22-PAVEF	12/6/2023	DDD - FAMILY NAVIGATION AI	1,372.77	
				11331-22-PAVEF	12/7/2023	DDD - FAMILY NAVIGATION AI	1,258.94	2,631.71
	12/26/2023	0017530	PIERCE JONES & ASSOCIATE	PJA STATE 11-2	12/12/2023	DDD - STATE CONTRACT - NC	53,700.25	53,700.25
	12/26/2023	0001259	PORT ANGELES SCHOOL DIS	PASD 12-05-23	12/5/2023	DD - MS TRANSITION BILLINC	482.50	482.50
	12/26/2023	0001685	W.I.S.E.	10254	11/30/2023	DDD - PROFESSIONAL SERVI	538.75	538.75
						Sub total for U S BANK:		201,543.37

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000084	ANGELES COMMUNICATIONS	34778	12/12/2023	INV 34778	615.66	615.66
	12/26/2023	0001136	OLYMPIC MEDICAL CENTER	97120829273700	12/12/2023	97120829273700	985.00	985.00
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1133219	12/12/2023	INV 1133219	2,496.96	2,496.96
	12/26/2023	0001680	WA COUNTIES RISK POOL	C23113012	12/12/2023	INV C23113012	6,230.00	
				C23113011	12/12/2023	INV C23113011	3,943.90	
				C23113013	12/12/2023	INV C23113013	247.50	10,421.40
	12/26/2023	0003940	SULLENGER, TAMMY	TS SGT ASS RE	12/12/2023	REIM SGT ASSESS	109.19	109.19
	12/26/2023	0018813	WENZL, BRENDA	BW TUITION RE	12/12/2023	TUITION REIM - B WENZL	3,510.00	3,510.00
	12/26/2023	0025115	RADIA INC PS	DOS 111423 DM	12/12/2023	DOS 111423 DMII	238.80	
				DOS 102023 RS	12/12/2023	DOS 102023 RS	238.80	
				DOS 111423 AHI	12/12/2023	DOS 111423 AHII	123.60	
				DOS 111423 AH	12/12/2023	DOS 111423 AH	115.20	
				DOS 111423 DM	12/12/2023	DOS 111423 DM	35.00	
				DOS 111423 AHI	12/12/2023	DOS 111423 AHIII	35.00	786.40
	12/26/2023	0025324	CEDAR GROVE COUNSELING	16853	12/12/2023	INV 16853	443.50	443.50
	12/26/2023	0049145	HARLOWE & FALK LLP	63617	12/6/2023	STATEMENT 63617	3,441.00	3,441.00
						Sub total for U S BANK:		22,809.11

Final Check List
CLALLAM COUNTY

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Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000268	WAVE BUSINESS	103951201-001C	12/26/2023	COMBINED FIBER	2,850.51	2,850.51
	12/26/2023	0000289	CDW GOVERNMENT, INC.	SE2306644	12/26/2023	IT20230516	384.94	384.94
	12/26/2023	0000296	CENTURYLINK	406389122-1213	12/26/2023	FORKS SHERIFF #2	313.98	
				300511193-1213	12/26/2023	FORKS COURTROOM FAX	71.47	
				406493163-1213	12/26/2023	PENCOM RINGDOWN	70.67	
				300561295-1213	12/26/2023	CLALLAM BAY DISPATCH	66.75	522.87
	12/26/2023	0000674	GOVCONNECTION, INC.	74795179	12/26/2023	IT20231122F	2,274.49	
				74795184	12/26/2023	DCD20231128C	1,137.24	
				74753732	12/26/2023	DCD20231127B	836.33	
				74781694	12/26/2023	IT20231205A	796.74	
				74795185	12/26/2023	DCD20231128B	568.62	
				74795180	12/26/2023	IT20231122G	568.62	
				74795178	12/26/2023	IT20231122E	568.62	
				72118065B	12/26/2023	BALANCE OF SHORT PAID IN	10.43	6,761.09
	12/26/2023	0000918	LINCOLN STREET STATION	220149	12/26/2023	IT20231107B	6.26	6.26
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1133165	12/26/2023	JUVI20231204	9,301.31	
				1133166	12/26/2023	PW20231204A	4,786.11	
				1133079	12/26/2023	PW20231204	4,786.11	18,873.53
	12/26/2023	0001641	VERIZON WIRELESS	9950132582	12/26/2023	CELL AND DATA PLANS	1,238.58	1,238.58
	12/26/2023	0003410	LEMAY MOBILE SHREDDING	4819528S185	12/26/2023	IT SHREDDING	37.50	37.50
	12/26/2023	0004211	CENTURYLINK	3604527831-121	12/26/2023	MAIN COURTHOUSE	1,447.02	
				206T313735-121	12/26/2023	COURTHOUSE T-1	490.14	
				206T222202-121	12/26/2023	COURTHOUSE T-1 (#2)	490.14	
				3604172850-121	12/26/2023	DID ROLLOVER PRI ACCT	450.64	
				3604529079-121	12/26/2023	PUBLIC HEALTH (3RD ST.)	346.44	
				3604521625-121	12/26/2023	TELEPHONE SWITCH MAINT	65.81	
				206T414008-121	12/26/2023	SHERIFF COURTHOUSE LINE	56.84	
				206T413216-121	12/26/2023	JUVIE COURT	41.17	
				206T415684-121	12/26/2023	ALARMS	4.38	3,392.58

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0020849	U S BANK	2009567492748	12/26/2023	IT20231121	1,739.11	
				540022	12/26/2023	IT20231127	1,597.25	
				539709	12/26/2023	IT20231122H	1,576.69	
				1078407763	12/26/2023	BOCC20231204	1,087.99	
				111-4323109-05	12/26/2023	IT20231121A	978.11	
				16708631-22493	12/26/2023	STARLINK BUSINESS	500.00	
				5716507	12/26/2023	IT20231130	209.74	
				B1-414977835	12/26/2023	SHER20231206	164.97	
				112-0733063-44	12/26/2023	IT20231130A	141.43	
				111-2547605-24	12/26/2023	IT20231117	125.98	
				540039	12/26/2023	DCD20231127C	87.34	
				111-6466573-12	12/26/2023	IT20231121A	55.13	
				112-9496620-98	12/26/2023	IT20231106	44.57	8,308.31
	12/26/2023	0023718	AT&T	0306024016001-	12/26/2023	WEST END TOLL FREE	39.81	39.81
	12/26/2023	0030587	B&H PHOTO VIDEO	219160502	12/26/2023	DCD20231204	1,190.82	
				219158332	12/26/2023	DCII20231204	97.42	1,288.24
	12/26/2023	0041047	ZOHO CORPORATION	2390523	12/26/2023	IT20231207	4,690.37	4,690.37
	12/26/2023	0045293	LUMEN	668022747	12/26/2023	LEVEL 3 COMM TRUNK 1	2,002.05	2,002.05
	12/26/2023	0048851	3R TECHNOLOGY LLC	0048851	12/26/2023	IT20231213	2,263.00	2,263.00
						Sub total for U S BANK:		52,659.64

Final Check List
CLALLAM COUNTY

Juv Svcs

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0001723	WSDOT/WA ST FERRIES	*RK417315	11/30/2023	TRAVEL/BUSINESS	27.80	27.80
	12/26/2023	0001957	PETTY, JENNIFER	00004423	11/6/2023	FOOD	12.89	12.89
	12/26/2023	0017787	DAIRY FRESH FARMS INC	8122333915	12/5/2023	DET FOOD	152.40	
				8122334617	12/12/2023	DET FOOD	110.51	
				8122334618	12/12/2023	DET FOOD	28.83	291.74
	12/26/2023	0020849	U S BANK	669	11/9/2023	PRO SVCS	326.40	
				006356	12/5/2023	DET FOOD & MED SUPPLIES-	307.98	
				4838052	11/17/2023	LICENSE AND CERTIFICATIOI	302.50	
				064287	11/6/2023	DET FOOD-COSTCO	261.77	
				118722	12/1/2023	SOFTWARE LICENSE-RELIAT	217.60	
				071606	11/20/2023	DET FOOD-COSTCO	201.08	
				013822-2023	11/17/2023	LICENSE AND CERTIFICATIOI	200.00	
				3967	12/1/2023	SOFTWARE LICENSE-CASA M	180.00	
				042041	11/16/2203	AWARDS AND RECOGNITION	160.00	
				293448	11/28/2023	TRAVEL/BUSINESS	157.27	
				063376	12/5/2023	DET FOOD & OFFICE SUP-W/	138.21	
				91143578	11/21/2023	TRVL/TRNG-HAMPTON INN	121.56	
				00028238	11/13/2023	AWARDS AND RECOGNITION	100.00	
				014672	11/28/2023	TRAVEL/BUSINESS	60.05	
				027666	11/20/2023	DET FOOD-WALMART	45.46	
				00041331	11/16/2023	FOOD & AWARDS AND RECO	38.84	
				089434	11/6/2023	DET FOOD-WALMART	38.68	
				4819526S185	12/1/2023	PRO SVCS-LEMAY MOBILE SI	23.70	
				070866	11/17/2023	REGISTRATION-FOOD HANDI	10.00	
				089005	12/1/2023	REGISTRATION-FOOD HANDI	10.00	
				012204	11/30/2023	POSTAGE-USPS	8.50	2,909.60
	12/26/2023	0022041	THOMAS SHERRY, M.S.	4960	11/30/2023	PRO SVCS-SSODA	300.00	
				4961	11/30/2023	PRO SVCS-SSODA	300.00	
				4962	11/30/2023	PRO SVCS-SSODA	300.00	
				4963	11/30/2023	PRO SVCS-SSODA	300.00	1,200.00
	12/26/2023	0041147	AMERIGAS PROPANE LP	3158269782	12/9/2023	UTILITIES	1,352.71	
				3157612677	11/25/2023	UTILITIES	947.72	2,300.43
	12/26/2023	0045712	RAUCH, NANCY	113023NR	12/6/2023	CAP VOL-MILEAGE	459.16	459.16
	12/26/2023	0048357	SANDERS, AMANDA	CPWINOV23	12/7/2023	PRO SVCS	7,000.00	7,000.00

Sub total for U S BANK:	14,201.62

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000087	ANGELES ELECTRIC INC	20879	12/13/2023	CH MTHR LNG RUN CIRCUIT:	3,774.66	
				20881	12/13/2023	CH MTHR LNG DEMO LIGHT ;	1,000.46	
				20581	12/13/2023	2301CH RSTR JV BLD EXHAU	508.10	5,283.22
	12/26/2023	0000091	ANGELES MILLWORK & LUMB	344433	12/13/2023	JUV HOSE ADAPT	7.61	7.61
	12/26/2023	0000094	ANGELES PLUMBING INC	39793	12/13/2023	FG CNTRL SHWR WATER HE	5,000.00	
				39755	12/13/2023	2301CH RSTR JV BLD REMO\	1,833.29	
				39792	12/13/2023	FG WATER HEATER & INSTAL	1,655.42	
				39756	12/13/2023	CH MTHR LNG INSTALL WALI	818.18	9,306.89
	12/26/2023	0000196	BILLS PLUMBING & SANIKAN	s3666328	12/13/2023	RH SANIKAN	100.00	100.00
	12/26/2023	0000206	BLUE MOUNTAIN TREE SERV	13484	12/13/2023	HAZARD TREE REMOVAL	4,569.60	4,569.60
	12/26/2023	0000290	CED/STUSSER - SEATTLE	5948-1042645	12/13/2023	SMPK RV PANEL	304.64	
				5948-1047113	12/13/2023	CH UNIVERSAL LIGHT BULBS	261.12	565.76
	12/26/2023	0000359	CLALLAM COUNTY PUBLIC W	1480 Nov	12/13/2023	CB NOV SEWER	158.40	158.40
	12/26/2023	0000561	FERGUSON ENTERPRISES IN	2119801	12/13/2023	DRA PLUMBING PARTS	205.60	205.60
	12/26/2023	0000674	GOVCONNECTION, INC.	74583622	12/13/2023	CDJ PRINTER	291.75	
				74585976	12/13/2023	CDJ BACK UPS PRO	193.75	485.50
	12/26/2023	0000677	GRAINGER INC	9928139097	12/13/2023	CH GLOVES CRDLS SCRWDF	2,823.55	
				9819969685	12/13/2023	CH FLAGS	172.07	
				9926309502	12/13/2023	CH DOOR CORD	108.93	
				9825215982	12/13/2023	SMPK HI VIS VEST	74.47	
				9931942446	12/13/2023	JAIL HYBRID SEALANT	69.81	3,248.83
	12/26/2023	0000699	HAASE WOODWORKS, INC.	1564	12/13/2023	OFC SPC RELC AUD CHNG O	1,290.37	1,290.37
	12/26/2023	0000714	HARTNAGEL BLDG SUPPLY IN	K18569	12/13/2023	CB WOOD FOR BRIDGE REP/	806.38	
				518569	12/13/2023	CB DECK SCREWS	120.20	926.58
	12/26/2023	0000742	HOCH CONSTRUCTION	1710CH Pay Apr	12/13/2023	1710CH LNDSCPE PAY APP 4	1,033.37	1,033.37
	12/26/2023	0000750	HOME DEPOT CREDIT SERVI	6522038	12/13/2023	CH LITHIUM ION FUEL	467.15	
				1170960	12/13/2023	FG MTHR LNG REFRIGERATC	249.38	716.53
	12/26/2023	0001156	OLYPEN INC	231210-0016	12/13/2023	DRA DSL INTERNET	23.95	23.95
	12/26/2023	0001252	PORT ANGELES, CITY OF	63871-98716 11/	12/13/2023	CH NOV UTIL & GARBAGE	25,318.34	
				63871-147906 1	12/13/2023	CH NOV UTIL	3,964.51	
				60327-89776 11/	12/13/2023	3RD ST NOV UTIL & GARBAG	1,038.08	30,320.93
	12/26/2023	0001253	PORT ANGELES SOLID WAST	1174791	12/13/2023	3RD ST DUMP FEE	23.28	23.28
	12/26/2023	0001258	PORT ANGELES POWER EQU	56477	12/13/2023	2302UP RH STM DMG STIHL I	771.03	
				98025654	12/13/2023	2302UP RH STM DMG FILE, C	306.51	1,077.54

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	22216 11/23	12/13/2023	CDJ NOV ELECT	909.05	
				25839 11/23	12/13/2023	DRA NOV ELECT	344.78	
				25837 11/23	12/13/2023	DRA NOV ELECT	268.71	
				25840 11/23	12/13/2023	DRA NOV ELECT	126.60	
				25838 11/23	12/13/2023	DRA NOV ELECT	51.54	1,700.68
	12/26/2023	0001540	SWAIN'S GENERAL STORE IN	321082	12/13/2023	CH MISC BUILDING SUPPLIES	274.95	
				321019	12/13/2023	3RD ST CARPET SQUARES	32.57	
				320934	12/13/2023	2302UP RH STM DMG GLOVE	26.92	334.44
	12/26/2023	0001576	THURMAN SUPPLY	882693	12/13/2023	CH PVC ELBOW ADAPT SUMI	182.94	182.94
	12/26/2023	0002416	WA ST DEPT OF LABOR &, IN	334706	12/13/2023	CH STAIR LIFT PERMIT	86.45	86.45
	12/26/2023	0004950	FAIRCHILD FLOORS	4318	12/13/2023	2301CH RSTR JV BLD VINYL I	4,984.67	
				4319	12/13/2023	FG PROVIDE & INSTALL BLIN	4,896.00	
				4287	12/13/2023	2007FAC CH FLR CVR PROVI	449.00	10,329.67
	12/26/2023	0020849	U S BANK	Viasat a5240667	12/11/2023	CDJ SATELLITE INTERNET	96.19	
				Viasat a5103094	12/11/2023	SC SATELLITE INTERNET	91.18	
				Evergreen Rural	12/11/2023	CDJ WATER SYST TRAINING	-27.50	159.87
	12/26/2023	0024320	LEO'S FLOORING	Leo Floor 12.12.2	12/13/2023	FG MTHR LNG VINYL PLANK	707.85	707.85
	12/26/2023	0026936	SITKUM TREE SERVICE	1110	12/13/2023	2302 UP RH STM DMG TREE I	4,344.00	4,344.00
	12/26/2023	0032999	PLATT	4r35705	12/13/2023	FG/2303FG PLUG 208-240V	2,819.20	
				4R22608	12/13/2023	CH WIRES PLUGS	124.87	2,944.07
	12/26/2023	0035842	CLALLAM CO PARKS CREDIT	WorldPay Nov 2(	12/13/2023	DRA SC NOV CC FEES	270.79	270.79
	12/26/2023	0041605	HOME DEPOT PRO	778410266	12/13/2023	2301CH RSTR JV BLD 8FT TY	3,915.17	
				779838341	12/13/2023	SMPK BATH TISSUE	199.50	
				779156272	12/13/2023	CH PLUG, DRAIN HOSE	63.70	4,178.37
	12/26/2023	0044095	STRAIT WATER MANAGEMEN	223032	12/13/2023	2305UP CDJ WATER SYST RE	420.00	420.00
	12/26/2023	0046392	CORRECTIONS TECHNOLOG	2417	12/13/2023	2008FAC JAIL LOCK DOOR RI	4,854.42	
				2418	12/13/2023	2008FAC JAIL LOCK REPAIR	1,617.69	6,472.11
	12/26/2023	0046683	ODP BUSINESS SOLUTIONS L	345223534001	12/13/2023	ADM FG PAPER	921.67	
				345241986001	12/13/2023	ADM OFFICE SUPPLIES	69.61	
				345241984001	12/13/2023	ADM OFFICE SUPPLIES	51.34	
				345241992001	12/13/2023	ADM OFFICE SUPPLIES	14.13	
				345241982001	12/13/2023	ADM OFFICE SUPPLIES	12.19	1,068.94
	12/26/2023	0048297	JAMES MONROE LLC	121123c	12/13/2023	JAIL 18" GOOSENECK MICRO	204.78	204.78
	12/26/2023	0048758	GIORDANO RESTORATIONS	1517	12/13/2023	FG MTHRLNG	3,807.47	3,807.47
	12/26/2023	0048912	HOCH CONSTRUCTION RETA	1710CH Pay Apr	12/13/2023	1710CH LNDSCP PAY APP 4 R	49.78	49.78

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0049216	SECURITY SOLUTIONS NORT	349233	12/13/2023	2301CH RSTR JV BLD CAMEF	28,239.04	28,239.04
	12/26/2023	0049304	ANGELES FURNITURE	2312070009	12/13/2023	CH MTHR LNGCDJ GLIDER O	1,620.00	1,620.00
						Sub total for U S BANK:		126,465.21

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Prosecutor

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000546	EXPRESS SERVICES, INC	29964523	12/11/2023	EXPRESS	453.32	
				29993853	12/13/2023	EXPRESS	453.32	906.64
	12/26/2023	0000890	LANGUAGE LINE SERVICES, I	11165063	12/13/2023	LANGUAGE LINE	9.30	9.30
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132306	12/11/2023	POE	205.78	
				1132305	12/11/2023	POE	204.78	
				1132307	12/11/2023	POE	133.89	
				1132308	12/11/2023	POE	45.85	590.30
	12/26/2023	0001641	VERIZON WIRELESS	9950045186	12/11/2023	VERIZON	1,185.79	1,185.79
	12/26/2023	0020849	U S BANK	849202929	12/11/2023	WESTLAW	3,256.87	
				849350361	12/11/2023	WESTLAW	3,256.85	
				1530269032	12/11/2023	WHIA REGISTRATION	850.00	
				849278043	12/11/2023	WESTLAW	468.80	
				849429186	12/11/2023	WESTLAW	468.80	
				72699711093656	12/11/2023	FLIGHT FOR ZOEY MCBETH	185.20	
				5665861	12/11/2023	OFFICE SUPPLIES	173.91	
				4771456	12/11/2023	OFFICE SUPPLIES	118.19	
				8662626	12/11/2023	OFFICE SUPPLIES	116.92	
				1103817 12/11/2	12/11/2023	CORONER	106.52	
				1659967	12/11/2023	LEMAY SHREDDING	85.26	
				000136	12/11/2023	WAPA FEE	72.70	
				1659964	12/11/2023	LEMAY	72.12	
				6585067	12/11/2023	OFFICE SUPPLIES	66.06	
				7345845	12/11/2023	OFFICE SUPPLIES	55.88	
				0018041102933	12/11/2023	FLIGHT FEES	55.02	
				0168027329829	12/11/2023	FEES FOR FLIGHT	50.09	
				0018041103465	12/11/2023	FLIGHT FEES	36.57	
				1661242	12/11/2023	LEMAY	4.74	
				CREDITTAKEN1	12/11/2023	CREDIT TAKEN	-1.00	9,499.50
	12/26/2023	0022158	ESPINOZA, JESSE	ESPINOZA12/13	12/13/2023	TRAINING REIMBURSEMENT	209.00	209.00
	12/26/2023	0024184	TROBERG, JOHN	1016743341	12/11/2023	JOHN TROBERG REIMBURSE	173.00	
				1016741504	12/11/2023	JOHN TROBERG REIMBURSE	172.99	345.99
						Sub total for U S BANK:		12,746.52

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000091	ANGELES MILLWORK & LUMB	344435	12/8/2023	Propane - SQ 830	25.69	25.69
	12/26/2023	0000172	BAXTER A/P OFFICE	15663-58278	12/12/2023	Battery - PA 413	212.48	212.48
	12/26/2023	0000205	BLAKE TILE & STONE INC	2312-515765	12/14/2023	Grate Lid - PA 20-B201	341.13	341.13
	12/26/2023	0000599	FORKS OUTFITTERS	6DEC2023-1	12/6/2023	Hardware - LC 1722	48.65	
				6DEC2023-2	12/6/2023	Bushings, Couplings - LC 1722	15.39	
				7DEC2023	12/7/2023	Hardware - LC 1722	12.64	76.68
	12/26/2023	0000772	INDUSTRIAL HYDRAULICS IN	A345996	12/8/2023	Shift Control, Solenoid Valve - L	397.12	397.12
	12/26/2023	0001187	PAPE MACHINERY INC	14851377	10/25/2023	Maintenance Kits - PA SC205, F	191.73	191.73
	12/26/2023	0001251	PORT ANGELES AUTO GLASS	0073882	12/8/2023	Windshield - PA 62	582.08	
				0073885	12/7/2023	Windshield - PA 177	510.27	1,092.35
	12/26/2023	0001252	PORT ANGELES, CITY OF	2934/4358 12/08	12/8/2023	Utility Charges - PA	4,660.41	4,660.41
	12/26/2023	0001255	PRICE FORD LINCOLN MERC	5051671	12/6/2023	Remote Controls - PA S367, S3	266.83	
				693282/1	12/11/2023	Repairs - PA S366	82.42	
				693284/1	12/11/2023	Repairs - PA S367	82.42	
				693290/1	12/11/2023	Repairs - PA S369	82.42	514.09
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	22716/120423	12/4/2023	Elect. utility chg, 384 Frontier-C	146.14	146.14
	12/26/2023	0001405	LES SCHWAB TIRE CENTERS	3800038334	12/12/2023	Tires - PA Stores	5,236.15	
				38000831600	11/8/2023	Tires - PA 200	5,118.64	
				38100562387	12/4/2023	Tires - SQ 140	1,538.44	
				38000837926	12/11/2023	Tire - PA 16	990.78	
				38000837444	12/8/2023	Tires - PA 20-OPNET, Impala	954.29	
				38000833943	11/18/2023	Return Credit - PA 200	-770.00	13,068.30
	12/26/2023	0001551	TACOMA SCREW PRODUCTS	140097829-00	12/6/2023	Gloves, Cleaner, Pins - SQ	808.74	
				140094913-02	11/29/2023	Cleaner - SQ	172.84	
				140097310-00	12/4/2023	Pin Clips - SQ	113.58	1,095.16
	12/26/2023	0001586	TRAFFIC SAFETY SUPPLY CO	INV064020	10/10/2023	Signs - PA Stores	564.35	564.35
	12/26/2023	0001708	WA ST DEPT OF LABOR &, IN	368511	10/24/2023	Boil & Water Heater Inspections	119.60	119.60
	12/26/2023	0001762	WEST END MOTORS INC	1093-23	11/21/2023	Repairs - LC 108	2,606.40	
				1106	11/30/2023	Repairs - LC 165	1,672.44	4,278.84
	12/26/2023	0001781	WHITEHEADS AUTO PARTS IN	273940	12/6/2023	D Ring - LC 1724	73.76	
				273950	12/6/2023	Painless Braided SLEE - LC 17	39.51	
				274117	12/8/2023	Batter, Epoxy Syringe - LC	17.94	
				273939	12/6/2023	Adapter - LC 1722	17.16	
				274060	12/7/2023	Adapter - LC 1722	5.54	153.91

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0004211	CENTURYLINK	4766812B/12052	12/5/2023	Phone Service 812B - CH 20-Fl	98.46	98.46
	12/26/2023	0005032	OWEN EQUIPMENT COMPAN	00113098	12/4/2023	Linear Actuator - PA 417	2,737.06	2,737.06
	12/26/2023	0017663	ARAMARK UNIFORM SVCS IN	5120371460	12/12/2023	Laundry Services - PA	40.58	
				5120369237	12/7/2023	Laundry Services - SQ	16.34	
				5120373940	12/14/2023	Laundry Services - SQ	16.34	
				5120371445	12/12/2023	Laundry Services - LC	16.30	89.56
	12/26/2023	0022435	RACE STREET AUTO PARTS	655903-23	12/7/2023	Turbocharger - PA 109	1,129.57	
				656371-23	12/13/2023	Oil,Air,Hydraulic,Fuel Filters - P	367.50	
				656257-23	12/12/2023	Belt, Rotors - PA S341	306.86	
				646249-23	9/13/2023	Shock ASSY - PA 138	302.05	
				655864-23	12/7/2023	Battery, Oil Filter, 5w30 - PA 20	266.85	
				656167-23	12/11/2023	Air and Oil Filters - PA Stores	217.59	
				655036-23	11/30/2023	Pressure Sensor - PA 109	125.05	
				656122-23	12/11/2023	Oil Filter, Wiper Blades - SQ 10	52.22	
				655836-23	12/7/2023	Connector, Plug - PA 1722	31.60	
				646264-23	9/13/2023	Aiur Filter - PA S332	13.06	2,812.35
	12/26/2023	0030725	SWS EQUIPMENT LLC	02717738	11/21/2023	Drag Shoe Belt, Bearings - PA 4	1,530.05	1,530.05
	12/26/2023	0035531	PUGET SOUND HARDWARE, I	11863	11/30/2023	Shackles, Key Cores - PA	1,845.23	1,845.23
	12/26/2023	0036098	O'REILLY AUTO PARTS	2750-467591	12/13/2023	Oil - PA 181	117.26	
				2750-466893	12/8/2023	Filter - PA 109	21.46	138.72
	12/26/2023	0038943	SIX ROBBLEES INC	23P6458	12/8/2023	Universal Cluth ASsembly - PA	1,076.99	1,076.99
	12/26/2023	0040272	MATT'S TOOLS USA LLC	137012-23	9/19/2023	Nitrile Gloves - PA	54.40	
				139128	12/12/2023	Nitrile Gloves - PA	27.20	81.60
	12/26/2023	0042872	PROPANE NORTHWEST	1511902976	12/11/2023	Propane - SQ	504.61	
				1511903826	12/12/2023	Propane - LC	270.18	
				1511837715	12/1/2023	Annual Tank Rent - SQ	1.00	775.79
						Sub total for U S BANK:		38,123.79

Public Works Roads

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000331	CLALLAM COUNTY AUDITOR	23-158990	12/12/2023	QUIT CLAIM DEED	203.50	203.50
	12/26/2023	0000546	EXPRESS SERVICES, INC	30029257-10101	12/6/2023	EXPRESS EMPLOYMENT 11/2	1,717.40	
				29993838-10101	11/29/2023	EXPRESS EMPLOYMENT 11/2	1,040.54	2,757.94
	12/26/2023	0000589	FORESTRY SUPPLIERS INC	471222-00	11/1/2023	MAINTENANCE SUPPLIES	401.77	401.77
	12/26/2023	0000599	FORKS OUTFITTERS	S00229 R006	12/6/2023	MAINTENANCE SUPPLIES- LC	16.28	16.28
	12/26/2023	0000709	HARBOR SAW & SUPPLY	779253	12/14/2023	MAINTENANCE SUPPLIES- PA	171.10	
				755488	6/1/2023	MAINTENANCE SUPPLIES-LC	54.36	225.46
	12/26/2023	0001156	OLYPEN INC	231211-0014	12/11/2023	PA MLS AND OLS DUES	40.50	40.50
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	30702-120623	12/6/2023	11/03-12/02 66 LOWER DAM R	51.94	51.94
	12/26/2023	0001551	TACOMA SCREW PRODUCTS	140096393-02	12/6/2023	MAINTENANCE SUPPLIES- PA	28.25	28.25
	12/26/2023	0001573	THOMAS BUILDING CENTER I	31008692	12/13/2023	MAINTENANCE SUPPLIES- SC	185.12	185.12
	12/26/2023	0001635	UTILITIES UNDERGROUND LC	3090252-IN	9/30/2023	09/23 EXCAVATION NOTIFICA	378.60	
				3080252-IN	8/31/2023	08/23 EXCAVATION NOTIFICA	312.68	
				3060250-IN	6/30/2023	06/23 EXCAVATION NOTIFICA	270.09	
				3070251-IN	7/31/2023	07/23 EXCAVATION NOTIFICA	240.62	
				3050250-IN	5/31/2023	05/23 EXCAVATION NOTIFICA	232.68	1,434.67
	12/26/2023	0001713	WA ST DEPT OF NATURAL RE	4900/010017352	12/8/2023	LAND RENT DNR	560.38	560.38
	12/26/2023	0001740	WSU EXTENSION OF CLALLA	JO11.23	12/8/2023	OAKES-11/23 WEED MANAGE	7,332.80	7,332.80
	12/26/2023	0004211	CENTURYLINK	6812667-12723	12/7/2023	CENTURYLINK 360-681-2667	204.48	
				6835282-12823	12/8/2023	CENTURYLINK 360-683-5282	138.70	343.18
	12/26/2023	0017663	ARAMARK UNIFORM SVCS IN	5120371459	12/12/2023	LAUNDRY SERVICE-PA	16.32	
				5120371446	12/12/2023	LAUNDRY SERVICE - LC	16.30	
				5120373941	12/14/2023	LAUNDRY SERVICE-SQ	16.30	
				5120369238	12/7/2023	LAUNDRY SERVICE-SQ	16.29	65.21
	12/26/2023	0022595	TIMEMARK INCORPORATED	118301	12/8/2023	TRAFFIC COUNTER REPAIRS	1,198.57	1,198.57
	12/26/2023	0028699	SOUND PUBLISHING INC	PD-5825631272	12/7/2023	PENINSULA DAILY NEWS	187.20	
				985256	12/14/2023	SOUND PUBLISHING	129.48	
				PDN985602	10/14/2023	SOUND PUBLISHING	89.64	
				PDN985602-1	10/14/2023	SOUND PUBLISHING	89.64	
				PDN98383268	9/1/2023	SOUND PUBLISHING	49.80	545.76
	12/26/2023	0033609	INTERWEST CONSTRUCTION	1432-1	12/12/2023	CURB/ GUTTER REPAIR ON C	16,206.42	16,206.42
	12/26/2023	0044771	SHORE ROAD NURSERY	PLANT12823	12/8/2023	CLALLAM COUNTY PLANT OF	20,532.46	20,532.46

Sub total for U S BANK:	52,130.21

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000074	AM TEST, INC.	137114	11/30/2023	WWWP TESTING SERVICE	570.00	570.00
	12/26/2023	0000331	CLALLAM COUNTY AUDITOR	23-159012-C1	12/13/2023	RECORDED LIEN #1555 1590	18.00	18.00
	12/26/2023	0000432	CUMMINS, INC	01-5141	12/13/2023	SUPPLIES- WWTP	47.98	
				01-5177	12/13/2023	SUPPLIES- WWTP	40.25	88.23
	12/26/2023	0000546	EXPRESS SERVICES, INC	29993838-43401	12/29/2023	EXPRESS CROSS- 11/20-11/2	308.38	
				30029257-43401	12/6/2023	EXPRESS BULLMAN BEACH (	308.38	616.76
	12/26/2023	0000677	GRAINGER INC	9919228172	11/29/2023	SUPPLIES- WWTP	378.50	378.50
	12/26/2023	0001058	NCL OF WISCONSIN INC	495055	10/31/2023	NORTH CENTRAL LAB	1,034.52	
				495818	11/17/2023	NORTH CENTRAL LAB	832.24	
				496463	12/4/2023	NORTH CENTRAL LABS	93.83	1,960.59
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	22718-120423	12/4/2023	11/31-11/29 410 FRONTIER ST	870.12	
				22602-120423	12/4/2023	10/30-11/29 BOGACHIEL & PIC	249.45	1,119.57
	12/26/2023	0028699	SOUND PUBLISHING INC	2726286-3	8/1/2023	SOUND PUBLISHING	162.23	
				984549-1	12/14/2023	SOUND PUBLISHING	162.23	
				984549-2	12/14/2023	SOUND PUBLISHING	162.23	
				984549-3	12/24/2023	SOUND PUBLISHING	162.23	648.92
	12/26/2023	0020614	WOOD HAWK, INC	2079-1	12/11/2023	WASTE TRANSFER SERVICE	1,465.00	1,465.00
	12/26/2023	0028699	SOUND PUBLISHING INC	40201-12/23-4	9/8/2023	SOUND PUBLISHING	78.02	78.02
						Sub total for U S BANK:		6,943.59

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0036990	ANCHOR QEA LLC	21286	12/13/2023	DUNGENESS RESERVOIR CC	17,117.93	17,117.93
	12/26/2023	0043522	WASHINGTON WATER TRUST	2023-11	12/11/2023	DUNGENESS RESERVOIR SE	14,388.99	14,388.99
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	15792	12/7/2023	10/23 WSBO	4,479.35	
				15793	12/7/2023	10/23 PWB	994.58	5,473.93
						Sub total for U S BANK:		36,980.85

Final Check List
CLALLAM COUNTY

Sheriff (1)

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0003220	CAMERON, RON	110623	11/6/2023	TRAVEL - KENNEWICK	120.75	120.75
	12/26/2023	0004212	KING, BRIAN	110623	11/6/2023	TRAVEL - KENNEWICK	138.00	138.00
	12/26/2023	0014594	ORTH, SYLVIA	110623	11/6/2023	TRAVEL - EVERETT	163.84	163.84
	12/26/2023	0020849	U S BANK	0097-Dec23	12/6/2023	BEST WESTERN, SYMBOL AF	2,426.54	
				0945-Dec23	12/6/2023	ASSOCIATED BAGS, SPRINGI	1,565.34	
				6730-Dec23	12/6/2023	AMAZON,FERRY,COURTYARI	1,496.06	
				4738-Dec23	12/6/2023	GOOD2GO, CONOCO, 76-BAC	675.58	
				4530-Dec23	12/6/2023	SPRINGHILL SUITES	454.02	
				8739-Dec23	12/6/2023	WAITSTUFF, TOTAL WIRELES	343.43	
				6236-Dec23	12/6/2023	AMAZON, GOODTOGO	294.19	
				6528-Dec23	12/6/2023	WALMART, PENN AWARDS &	156.55	
				7275-Dec23	12/6/2023	NCHSOFTWARE.COM, LIVE V	115.54	
				0037-Dec23	12/6/2023	GLOBALSTAR	102.74	
				7400-Dec23	12/6/2023	SIMPLISAFE	32.57	7,662.56
	12/26/2023	0023168	SHORE, LORRAINE	110623	11/6/2023	TRAVEL - KENNEWICK	431.33	431.33
						Sub total for U S BANK:		8,516.48

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Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000179	BEERS, RICHARD B	Jan 2024	12/13/2023	RENTAL AGREEMENT	545.00	545.00
	12/26/2023	0000268	WAVE BUSINESS	1032293-02-Dec	12/1/2023	CABLE TV - INMATES	333.62	333.62
	12/26/2023	0000268	WAVE BUSINESS	1032290-02-Dec	12/1/2023	CABLE TV - ADMIN & JAIL	286.32	286.32
	12/26/2023	0000268	WAVE BUSINESS	1240306-01-Dec	12/1/2023	INTERNET - EDWARDS RD	135.27	135.27
	12/26/2023	0000296	CENTURYLINK	406092135-Dec2	12/6/2023	DATA CONNECTION	1,236.30	1,236.30
	12/26/2023	0000296	CENTURYLINK	300421654-Dec2	12/6/2023	TELEPHONE SERVICE	227.87	227.87
	12/26/2023	0000354	CLALLAM COUNTY SEWER DI	1481-Dec23	12/11/2023	CLALLAM BAY/SEKIU SEWER	56.50	56.50
	12/26/2023	0000491	DOOLEY ENTERPRISES INC	66921	12/8/2023	AMMUNITION	4,838.90	
				66922	12/8/2023	AMMUNITION	2,990.52	7,829.42
	12/26/2023	0000628	GALLS LLC	026358283	11/27/2023	UNIFORM - BAUCK	292.98	
				026362739	11/27/2023	UNIFORM - WATERHOUSE,S	137.48	
				026332258	11/22/2023	UNIFORM - RAEMER	137.09	
				026414620	12/1/2023	UNIFORM - MORSE	78.08	
				026330370	11/21/2023	UNIFORM - SISK	16.27	661.90
	12/26/2023	0000672	GOOD SOURCE	SI0556728	11/13/2023	FOOD	4,558.90	4,558.90
	12/26/2023	0000918	LINCOLN STREET STATION	Account1-Dec23	12/6/2023	SHIPPING CHARGES	242.67	242.67
	12/26/2023	0001148	OLYMPIC SPRINGS INC	362514	11/16/2023	WATER	185.01	
				362965	11/30/2023	WATER COOLER RENT	43.30	228.31
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1131554	11/3/2023	LASER COLOR CARTRIDGES	532.90	
				1133095	12/7/2023	CASTERS FOR EMD TABLES	522.24	1,055.14
	12/26/2023	0001188	PARATEKK, INC.	0238	11/14/2023	SEARCH AND RESCUE EQUIF	3,636.50	3,636.50
	12/26/2023	0001211	PENINSULA DAILY NEWS	PD-575240-Dec2	12/7/2023	1 YR SUBSCRIPTION TO DAIL	187.20	187.20
	12/26/2023	0001252	PORT ANGELES, CITY OF	82495-151160-D	12/8/2023	UTILITIES - FRONT ST	504.44	504.44
	12/26/2023	0001298	PUBLIC UTILITY DISTRICT NO	14741000-Dec23	12/4/2023	UTILITIES - OPSCAN TOWER	60.71	60.71
	12/26/2023	0001300	PUBLIC UTILITY DISTRICT	115366-Dec23	11/27/2023	EDWARDS RD	459.57	
				22794-Dec23	12/4/2023	FRONTIER ST #1	126.51	
				96237-Dec23	12/4/2023	FRONTIER ST #2	53.13	
				65837-Dec23	12/4/2023	MORSE CREEK HOOK-UP	50.34	689.55
	12/26/2023	0001426	SEQUIM, CITY OF	Jan 2024	12/13/2023	LEASE AGREEMENT	1,100.00	1,100.00
	12/26/2023	0001439	SHERIFFS ADVANCED TRAVE	5349	10/18/2023	SHAUN MINKS	238.01	
				5350	10/23/2023	ERIC MUNGER	219.25	457.26
	12/26/2023	0001540	SWAIN'S GENERAL STORE IN	319870	11/6/2023	UNIFORM - BAUCK	195.70	195.70
	12/26/2023	0001543	SWANSONS SERVICES CORP	1788271	11/30/2023	INDIGENT PACKS	52.21	52.21
	12/26/2023	0001650	VIKING SEW & VAC	127953	12/12/2023	16 PATCHES SEWN ON TO 8	87.04	87.04

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0003410	LEMAY MOBILE SHREDDING	4819531S 185	12/1/2023	SHREDDING	63.36	
				4819525S 185	12/1/2023	SHREDDING	15.84	79.20
	12/26/2023	0004211	CENTURYLINK	360-417-5383-D	12/2/2023	INTERNET - EMD	65.00	65.00
	12/26/2023	0020862	GERMAN, NANCY	Jan 2024	12/13/2023	LEASE AGREEMENT	2,388.15	2,388.15
	12/26/2023	0024819	QUILEUTE TRIBE	Jan 2024	12/13/2023	LEASE AGREEMENT	1,200.00	1,200.00
	12/26/2023	0028112	KOON, JACKIE	120423	12/4/2023	ORGANIZERS FOR MED ROC	17.65	17.65
	12/26/2023	0031772	WE PROMOTE YOU	41764181	12/11/2023	SWAG FOR COMMUNITY EVE	2,746.11	2,746.11
	12/26/2023	0036636	JPS INTEROPERABILITY SOL	9474	11/28/2023	TWO BLACK PTT HANDSETS	395.00	395.00
	12/26/2023	0040427	NORPOINT GROUP LLC	1336 NPG	12/15/2023	CL CO COURTHOUSE & JUVE	9,900.00	9,900.00
	12/26/2023	0040427	NORPOINT GROUP LLC	1337 NPG	12/29/2023	CL CO COURTHOUSE & JUVE	9,020.00	9,020.00
	12/26/2023	0041605	HOME DEPOT PRO	778909952	12/6/2023	JAIL & KITCHEN SUPPLIES	1,554.26	
				776081077	11/16/2023	JAIL & KITCHEN SUPPLIES	1,016.75	
				778658633	12/5/2023	JAIL SUPPLIES	228.74	
				778661371	12/6/2023	JAIL SUPPLIES	17.23	2,816.98
	12/26/2023	0042280	ON-TARGET SOLUTIONS GRC	3931	9/19/2023	TRAINING - EVIDENCE MANA	720.00	720.00
	12/26/2023	0042636	HARBOR FOODSERVICE	705259	12/11/2023	FOOD	2,061.54	2,061.54
	12/26/2023	0043498	FIRST RESPONDER OUTFITTI	2023 11FR19	11/3/2023	UNIFORM - STOPPANI	556.51	
				2023 11FRO92	11/13/2023	UNIFORM - BROOKS,C	215.97	772.48
	12/26/2023	0046669	SCHNEIDER ELECTRIC BUILD	981569	10/16/2023	LABOR SERVICE CONTRACT	402.56	
				985038	10/30/2023	LABOR SERVICE CONTRACT	402.56	805.12
	12/26/2023	0047517	GREGOIRE, KATHI	113023	11/30/2023	MILEAGE FOR CHAPLAIN DU	84.76	84.76
						Sub total for U S BANK:		57,439.82

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0001136	OLYMPIC MEDICAL CENTER	OMC 12.13.23	12/13/2023	INMATE MEDICAL	2,791.15	2,791.15
	12/26/2023	0001136	OLYMPIC MEDICAL CENTER	460176-Nov23	12/5/2023	INMATE MEDICAL	60.00	60.00
	12/26/2023	0025115	RADIA INC PS	ZBEPEST	11/7/2023	INMATE MEDICAL	41.76	
				ZBF8SB9	11/15/2023	INMATE MEDICAL	5.24	47.00
	12/26/2023	0041537	MCKESSON MEDICAL-SURGI	21358293	11/15/2023	INMATE MEDICINE	609.45	
				21400059	11/28/2023	INMATE MEDICINE	361.10	
				21371498	11/15/2023	INMATE MEDICINE	222.35	
				21387840	11/26/2023	INMATE MEDICINE	166.74	
				21375517	11/20/2023	INMATE MEDICINE	100.93	
				21404006	11/29/2023	INMATE MEDICINE	91.08	
				21393431	11/27/2023	INMATE MEDICINE	78.81	
				21391348	11/27/2023	INMATE MEDICINE	23.82	1,654.28
	12/26/2023	0048022	SOUND INPATIENT PHYSICIAN	ZBEMW6S	11/9/2023	INMATE MEDICAL	46.90	
				ZBEIAFA	11/6/2023	INMATE MEDICAL	27.69	
				ZBEIAF9	11/7/2023	INMATE MEDICAL	27.69	102.28
						Sub total for U S BANK:		4,654.71

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000357	CLALLAM-JEFFERSON CO PR	11-23CF	12/13/2023	NOVEMBER 2023 - COURT FA	560.00	560.00
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132323	12/8/2023	11/2023-CONTRACT COST RA	120.56	
				1132321	12/8/2023	12/2023-CONTRACT BASE RA	32.64	
				1132325	12/8/2023	12/2023-CONTRACT BASE RA	27.20	
				1132326	12/8/2023	11/2023-CONTRACT COST RA	19.13	
				1132324	12/8/2023	12/2023-CONTRACT BASE RA	17.41	
				1132322	12/8/2023	11/2023-CONTRACT COST RA	9.85	226.79
	12/26/2023	0001212	PENINSULA DISPUTE RESOLU	11-23PDRC	12/13/2023	NOVEMBER 2023-PDRC SUR	720.00	720.00
	12/26/2023	0001764	WEST PAYMENT CENTER, TH	849429185	12/8/2023	DECEMBER 2023 - LIBRARY F	303.33	303.33
	12/26/2023	0026612	POOLE, KIRSTEN	DC1936581	12/13/2023	10/16/23-DRUG COURT KUDC	156.80	
				DC1936951	12/13/2023	11/09/23-DRUG COURT KUDC	45.00	
				1922053003523	12/13/2023	12/13/23-LIFT CT GARDUATIC	11.99	213.79
	12/26/2023	0028921	LMI NOTARY SERVICE	LMI2024	12/12/2023	2024 LMI NOTARY LICENSE R	164.50	164.50
	12/26/2023	0029889	CONNELL MITIGATION & INV	1933291CONNE	12/8/2023	20-1-00114-05, ST. V. CALLOV	2,531.84	2,531.84
	12/26/2023	0046756	PENA, KONNING MAURICIO	000041	12/8/2023	23-1-00158-05, ST. V. OJEDA-	135.00	135.00
	12/26/2023	0046965	WARREN, MICHELLE	1938589MW	12/13/2023	12/13/23-OFFICE SUPPLIES F	41.72	41.72
	12/26/2023	0049041	MONTEJO, CARLA	1933292MONTE	12/8/2023	23-4-00502-05, IN RE WISBEY	1,451.90	1,451.90
	12/26/2023	0049210	SHINZATO-FISCHER, LICIA	WA-0131	12/8/2023	23-1-00271-05, ST. V. JONES,	130.00	130.00
						Sub total for U S BANK:		6,478.87

Final Check List
CLALLAM COUNTY

Treasurer

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000331	CLALLAM COUNTY AUDITOR	23-158832	12/12/2023	DFL REMOVAL RECORDING 2	204.50	204.50
	12/26/2023	0020849	U S BANK	1223NETBANK	12/11/2023	OFFICE EQUIPMENT	466.30	466.30
						Sub total for U S BANK:		670.80

Final Check List
CLALLAM COUNTY

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/14/2023	0000268	WAVE BUSINESS	WAVE 12/13/23	12/13/2023	VET CENTER PHONE	83.88	83.88
	12/14/2023	0001036	MURREYS OLYMPIC DISPOSA	MDC 12/13/23	12/13/2023	VET CENTER RECYCLE	41.96	41.96
	12/14/2023	0001179	PACIFIC OFFICE EQUIPMENT	POE 12/13/23	12/13/2023	VET CENTER PRINTER	335.32	335.32
	12/14/2023	0001300	PUBLIC UTILITY DISTRICT	MJ7934 12/13/2	12/13/2023	UTILITIES	500.11	500.11
	12/14/2023	0005544	PARK MANAGER LLC	RJ4913 12/13/2	12/13/2023	RENT	625.00	625.00
	12/14/2023	0020849	U S BANK	BG6299 12/13/2	12/13/2023	FOOD	150.00	
				FJ7755 12/13/23	12/13/2023	FOOD	150.00	
				FR5264 12/13/2	12/13/2023	FUEL	150.00	
				FS7468 12/13/2	12/13/2023	FOOD	150.00	
				HJ5467 12/13/2	12/13/2023	FUEL	150.00	
				MJ7934 12/13/2	12/13/2023	FOOD	150.00	
				WA6635 12/13/2	12/13/2023	FOOD	150.00	
				WD6825 12/13/2	12/13/2023	FUEL	150.00	
				WG6056 12/13/2	12/13/2023	FOOD	150.00	
				CD6639 12/13/2	12/13/2023	FOOD	100.00	
				HG1393 12/13/2	12/13/2023	FOOD	100.00	
				JJ2522 12/13/23	12/13/2023	FOOD	100.00	
				MC2576 12/13/2	12/13/2023	FOOD	100.00	
				PD1598 12/13/2	12/13/2023	FOOD	100.00	
				RD5090 12/13/2	12/13/2023	FOOD	100.00	1,950.00
						Sub total for U S BANK:		3,536.27

Final Check List
CLALLAM COUNTY

WSU Ext

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	12/26/2023	0000360	CLALLAM COUNTY ER&R	2023.342E	12/26/2023	NOVEMBER 2023 VEHICLE RI	405.00	405.00
	12/26/2023	0000546	EXPRESS SERVICES, INC	29993843	12/26/2023	EXPRESS SERVICES	1,954.26	1,954.26
	12/26/2023	0001179	PACIFIC OFFICE EQUIPMENT	1132327	12/26/2023	PACIFIC OFFICE EQUIPMENT	354.23	354.23
	12/26/2023	0001738	WA STATE UNIVERSITY	C100042024	12/26/2023	WSU MOA	57,124.50	57,124.50
	12/26/2023	0004048	NOXIOUS WEED BOARD	915-112923	12/26/2023	NOXIOUS WEEDS	12,662.00	12,662.00
	12/26/2023	0020849	U S BANK	nov2023	12/26/2023	US BANK	604.58	604.58
	12/26/2023	0026615	RAYMOND, RHONDA	pcdec23	12/26/2023	PETTY CASH	15.83	15.83
	12/26/2023	0045254	SLEDGEHAMMER MARKETIN	30	12/26/2023	SLEDGEHAMMER MARKETIN	1,320.00	1,320.00
						Sub total for U S BANK:		74,440.40

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DEC 2 6 2023

Payroll Ending: 11/30/2023

Gross Earnings:	**$1,837,926.03**
Benefits Paid:	**$879,794.29**
Total Expenditures:	**$2,715,790.24**

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 8th DAY OF December 2023

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

COPY

MIKE FRENCH

(County Administrator)

Payroll and Benefits Paid for 3 Payrolls: December 8, 2023					
Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employees Paid by Fund #	Total Expenditures
MONTHLY: November 2023					
General Fund	00100	796,095.18	280,465.62	142	1,076,560.80
Sheriff: Boating Safety/VRF	11003/04	655.17	105.30	1	760.47
Sheriff: OPNET	11008	5,632.10	2,323.18	1	7,955.28
HHS	11301	31,794.49	11,345.98	7	43,140.47
HHS-Homeless Task Force	11322	2,714.21	1,197.27	1	3,911.48
Chem Depend/Mental Health	11323	2,714.21	1,197.24	1	3,911.45
HHS-Dev Disabilties	11331	6,155.16	2,466.56	1	8,621.72
Law Library	11401	485.64	42.36	1	528.00
Auditor-Doc Preservation	12401	294.44	25.84	1	320.28
Noxious Weed Control	13001	2,533.32	414.45	1	2,947.77
American Rescue Plan Act	19961	12,000.00	2,143.81	8	14,143.81
HR Risk Management	50401	4,540.27	382.89	2	4,923.16
MONTHLY TOTALS		**865,614.19**	**302,110.50**		**1,167,724.69**
SEMI-MONTHLY: 11/16-30/2023					
General Fund	00100	697,932.73	408,922.47	211	1,106,855.20
HHS	11301	28,681.06	16,874.22	12	45,555.28
Prosecutor-Local Crime Victim	11701	16,185.10	4,374.60	2	20,559.70
Auditor-Doc Preservation	12401	1,944.10	1,656.94	2	3,601.04
Noxious Weed Control	13001	2,814.50	1,870.85	1	4,685.35
Veterans Relief	19914	4,570.96	3,432.87	2	8,003.83
Affordable Housing Sales Tax	19951	4,348.15	2,085.02	1	6,433.17
American Rescue Plan Act	19961	3,333.34	597.69	1	3,931.03
HR-Risk Management	50401	13,461.08	6,724.70	4	20,185.78
HR-Worker's Compensation	50501	1,744.55	805.93	2	2,550.48
SM TOTALS		**775,015.57**	**447,345.29**		**1,222,360.86**
ROADS: 11/16-30/2023 TOTALS					
General Fund	00100	1,930.08		10	1,930.08
PW - Roads	10101	167,284.54	111,940.95	66	279,225.49
PW - Flood Control	10135	3,579.31	2,078.09	3	5,657.40
PW - Broadband Infrastructure	30805	242.26	121.12	1	363.38
PW - Solid Waste	40201	547.65	305.21	3	852.86
PW - Carlsborg Sewer M&O	42401	977.69	582.27	5	1,559.96
ER&R	50301	22,734.74	15,310.86	16	38,045.60
ROADS TOTALS		**197,296.27**	**130,338.50**		**325,704.69**
TOTALS		**$1,837,926.03**	**$879,794.29**		**$2,715,790.24**

Prepared by:

Sherry Price, Deputy Auditor

COPY

MONTHLY

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 00100
 # Emps : 142

Earnings Code & Description		Amount	Hours
r	REGULAR	521,940.11	13,380.97
fhp	FLOATING HOLIDAY PAID	54,777.31	1,344.00
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	35,956.08	374.00
o15s	OVERTIME X 1.5 - SHERIFF DEPT	15,516.97	242.50
o15j	OVERTIME x 1.5 - JUV DETENTION	3,316.09	80.08
ohjd	OT HOLIDAY - JUV DETENTION	2,277.93	54.00
cu	COMP USED	1,513.06	37.38
bsba	BS/BA EDUCATION INCENTIVE	1,424.66	
aaas	AA/AS EDUCATION INCENTIVE	1,192.54	
fl	FUNERAL LEAVE	1,029.06	30.00
detpay	DETECTIVE PAY	890.14	
auto	AUTO ALLOWANCE CONTRACTUAL	680.00	
aspd	SHERIFF ACTING SUP PAY DEPUTY	305.57	152.50
phsm	PHONE STIPEND SMART PHONE	280.00	
fto	FTO PREMIUM	149.60	88.00
swa	SICK - WA PART-TIME	35.34	1.50
asp	SHERIFF ACTING SUPERVISOR PAY	13.90	8.00
h	HOLIDAY	64,255.41	1,635.70
s	SICK	36,396.17	826.17
v	VACATION	29,381.84	963.67
fh	FLOATING HOLIDAY	12,808.98	305.50
well	WELLNESS INCENTIVE	3,193.76	13,356.07
accred	ACCREDITATION PAY	2,050.33	
clth	CLOTHING ALLOWANCE	1,500.00	3.00
aute	AUTO ALLOWANCE ELECTED	1,360.00	
dont	DONATED TIME USED	1,051.91	33.20
oth	OVERTIME X 1.5 - HOURLY	967.28	66.00
extr	EXTRA PAY BEYOND SALARY	705.81	
oc2	ON CALL NON-SHIFT DAY	474.96	4.00
flxu	FLEX TIME USED (NO RUN BAL)	290.87	6.50
aspj	ACTING SUPERVISOR PAY JUVENILE	233.25	180.00
wep	WEST END PAY	100.00	
phns	PHONE STIPEND	20.00	
swapt	SICK PAYOFF - TERMINATION 10%	6.25	0.07
	Totals:	**796,095.18**	**33,172.81**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	81,277.84
pers2	PERS 2 RETIREMENT	25,407.51
leoff2	LEOFF 2 RETIREMENT	16,802.14
medpre	HEALTH INSURANCE PRE TAX	11,353.80
psers	PSERS RETIREMENT	7,447.22
fmlatx	WA Paid Family & Medical Leave	4,428.17
wacare	WA Long-Term Care	3,570.94
n457	NATIONWIDE 457	2,335.31
h457rt	ROTH-EMPOWER 457	1,000.00
genpre	SUN LIFE PRE TAX	880.42
udmp	UNION DUES - 1619 MP	618.57
udps	UNION DUES - 1619 S	509.24
leofcu	LEOFF RETIREMENT CATCH UP	458.17
udlc	UNION DUES - 1619 LC	370.50
aflaft	AFLAC POST TAX	268.28
rth457	ROTH-ICMA DEFERRED COMP	135.28
colpre	COLONIAL LIFE INS. PRE TAX	68.98
socsec	SOCIAL SECURITY	46,306.67
401a	401A DEFERRED COMPENSATION	17,225.75
icm457	ICMA DEFERRED COMP	13,276.25
medtx	MEDICARE TAX	11,074.41
h457	MASSMUTUAL 457	6,095.47
pers3	PERS 3 RETIREMENT	4,049.73
udteam	UNION DUES - TEAMSTERS	2,479.63
l&i	L&I - SELF INSURED	1,124.75
aflpre	AFLAC PRE TAX	945.57
ltdshr	LTD - SHERIFF	668.51
udpd	UNION DUES - 1619 D	557.84
hr125	HEALTH REIMBURSEMENT	505.00
colaft	COLONIAL LIFE INS. POST TAX	431.42
udcd	UNION DUES - 1619 CD C	324.18
udcs	UNION DUES - 1619 CS	171.84
uw	UNITED WAY	135.00
wsatf	1619CD WSATF DUES	54.16

Fund Worked : 00100
 # Emps : 142

Deduction Code and Description		Amount
udtint	TEAMSTERS INIT FEE or ADJ	50.00
shrfnd	SHERIFF EMPLOYEE FUND	25.95
shrfcf	SHERIFF COFFEE FUND	47.76
psercu	PSERS RETIREMENT CATCH UP	-5.17
	Totals:	**262,477.09**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	125,149.58
pers2	PERS 2 RETIREMENT	35,586.56
l&i	L&I - SELF INSURED	12,929.84
psers	PSERS RETIREMENT	10,952.20
vebahr	HRA VEBA	5,649.45
fmlatx	WA Paid Family & Medical Leave	1,657.56
genpre	SUN LIFE PRE TAX	282.00
psercu	PSERS RETIREMENT CATCH UP	18.11
socsec	SOCIAL SECURITY	46,298.15
401a	401A DEFERRED COMPENSATION	13,486.13
medtx	MEDICARE TAX	11,072.42
leoff2	LEOFF 2 RETIREMENT	10,479.17
pers3	PERS 3 RETIREMENT	5,194.38
unemp	UNEMPLOYMENT	1,418.13
leofcu	LEOFF RETIREMENT CATCH UP	279.71
perscu	PERS RETIREMENT CATCH UP	12.23
	Totals:	**280,465.62**

Gross Earnings by Fund:	**796,095.18**	**33,172.81**
Total Fund Deductions:	**262,477.09**	
Fund Net:	**533,618.09**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 11003
 # Emps : 1

Earnings Code & Description		Amount	Hours
o15s	OVERTIME X 1.5 - SHERIFF DEPT	655.17	9.00
	Totals:	**655.17**	**9.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	98.48
socsec	SOCIAL SECURITY	40.49
medtx	MEDICARE TAX	9.47
wacare	WA Long-Term Care	3.80
ltdshr	LTD - SHERIFF	2.14
shrfcf	SHERIFF COFFEE FUND	0.24
leoff2	LEOFF 2 RETIREMENT	55.89
h457	MASSMUTUAL 457	21.58
fmlatx	WA Paid Family & Medical Leave	3.81
udps	UNION DUES - 1619 S	3.51
l&i	L&I - SELF INSURED	0.61
shrfnd	SHERIFF EMPLOYEE FUND	0.05
	Totals:	**240.07**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	40.49
l&i	L&I - SELF INSURED	17.74
fmlatx	WA Paid Family & Medical Leave	1.43
leoff2	LEOFF 2 RETIREMENT	34.86
medtx	MEDICARE TAX	9.47
unemp	UNEMPLOYMENT	1.31
	Totals:	**105.30**

Gross Earnings by Fund:	**655.17**	**9.00**
Total Fund Deductions:	**240.07**	
Fund Net:	**415.10**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 11008
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	3,802.05	120.00
h	HOLIDAY	760.41	24.00
v	VACATION	1,013.88	32.00
accred	ACCREDITATION PAY	55.76	
	Totals:	**5,632.10**	**176.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	434.81
socsec	SOCIAL SECURITY	342.27
medtx	MEDICARE TAX	80.05
fmlatx	WA Paid Family & Medical Leave	32.78
l&i	L&I - SELF INSURED	9.49
pers2	PERS 2 RETIREMENT	358.20
medpre	HEALTH INSURANCE PRE TAX	111.60
udlc	UNION DUES - 1619 LC	61.75
wacare	WA Long-Term Care	32.67
shrfnd	SHERIFF EMPLOYEE FUND	5.00
	Totals:	**1,468.62**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,325.00
socsec	SOCIAL SECURITY	342.27
l&i	L&I - SELF INSURED	15.59
unemp	UNEMPLOYMENT	11.26
pers2	PERS 2 RETIREMENT	536.74
medtx	MEDICARE TAX	80.05
fmlatx	WA Paid Family & Medical Leave	12.27
	Totals:	**2,323.18**

Gross Earnings by Fund:	**5,632.10**	**176.00**
Total Fund Deductions:	**1,468.62**	
Fund Net:	**4,163.48**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 11301
 # Emps : 7

Earnings Code & Description		Amount	Hours
r	REGULAR	21,595.69	622.60
h	HOLIDAY	2,961.55	86.40
s	SICK	79.46	2.50
sc15	HHS SCANNING PROJ OT X 1.5	7,046.55	137.75
v	VACATION	111.24	3.50
	Totals:	**31,794.49**	**852.75**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	3,132.97
pers2	PERS 2 RETIREMENT	1,567.42
icm457	ICMA DEFERRED COMP	743.72
medtx	MEDICARE TAX	451.26
401a	401A DEFERRED COMPENSATION	228.74
fmlatx	WA Paid Family & Medical Leave	185.08
rth457	ROTH-ICMA DEFERRED COMP	64.72
udmp	UNION DUES - 1619 MP	60.68
colpre	COLONIAL LIFE INS. PRE TAX	19.14
socsec	SOCIAL SECURITY	1,929.52
h457	MASSMUTUAL 457	810.82
medpre	HEALTH INSURANCE PRE TAX	614.19
udteam	UNION DUES - TEAMSTERS	264.37
pers3	PERS 3 RETIREMENT	220.73
wacare	WA Long-Term Care	184.40
l&i	L&I - SELF INSURED	62.45
aflpre	AFLAC PRE TAX	39.93
aflaft	AFLAC POST TAX	7.53
	Totals:	**10,587.67**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	5,150.00
socsec	SOCIAL SECURITY	1,938.04
401a	401A DEFERRED COMPENSATION	444.25
l&i	L&I - SELF INSURED	413.96
unemp	UNEMPLOYMENT	63.47
pers2	PERS 2 RETIREMENT	2,367.71
medtx	MEDICARE TAX	453.25
pers3	PERS 3 RETIREMENT	420.70
fmlatx	WA Paid Family & Medical Leave	69.60
vebahr	HRA VEBA	25.00
	Totals:	**11,345.98**

Gross Earnings by Fund:	**31,794.49**	**852.75**
Total Fund Deductions:	**10,587.67**	
Fund Net:	**21,206.82**	

Fund Worked : 11322
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	2,095.97	69.50
s	SICK	120.64	4.00
v	VACATION	15.08	0.50
h	HOLIDAY	361.89	12.00
fh	FLOATING HOLIDAY	120.63	4.00
	Totals:	**2,714.21**	**90.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	273.77
socsec	SOCIAL SECURITY	163.27
medpre	HEALTH INSURANCE PRE TAX	81.16
udteam	UNION DUES - TEAMSTERS	34.00
l&i	L&I - SELF INSURED	5.50
pers2	PERS 2 RETIREMENT	172.63
icm457	ICMA DEFERRED COMP	108.58
medtx	MEDICARE TAX	38.18
fmlatx	WA Paid Family & Medical Leave	15.80
	Totals:	**892.89**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	662.50
socsec	SOCIAL SECURITY	163.27
medtx	MEDICARE TAX	38.18
fmlatx	WA Paid Family & Medical Leave	5.91
pers2	PERS 2 RETIREMENT	258.68
401a	401A DEFERRED COMPENSATION	54.28
l&i	L&I - SELF INSURED	9.03
unemp	UNEMPLOYMENT	5.42
	Totals:	**1,197.27**

Gross Earnings by Fund:	**2,714.21**	**90.00**
Total Fund Deductions:	**892.89**	
Fund Net:	**1,821.32**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 11323
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	2,095.97	69.50
s	SICK	120.64	4.00
v	VACATION	15.08	0.50
h	HOLIDAY	361.89	12.00
fh	FLOATING HOLIDAY	120.63	4.00
	Totals:	**2,714.21**	**90.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	273.76
socsec	SOCIAL SECURITY	163.23
medpre	HEALTH INSURANCE PRE TAX	81.14
udteam	UNION DUES - TEAMSTERS	34.00
l&i	L&I - SELF INSURED	5.50
pers2	PERS 2 RETIREMENT	172.62
icm457	ICMA DEFERRED COMP	108.56
medtx	MEDICARE TAX	38.18
fmlatx	WA Paid Family & Medical Leave	15.80
	Totals:	**892.79**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	662.50
socsec	SOCIAL SECURITY	163.23
medtx	MEDICARE TAX	38.18
fmlatx	WA Paid Family & Medical Leave	5.92
pers2	PERS 2 RETIREMENT	258.65
401a	401A DEFERRED COMPENSATION	54.29
l&i	L&I - SELF INSURED	9.03
unemp	UNEMPLOYMENT	5.44
	Totals:	**1,197.24**

Gross Earnings by Fund:	**2,714.21**	**90.00**
Total Fund Deductions:	**892.79**	
Fund Net:	**1,821.42**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 11331
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	4,756.26	136.00
fh	FLOATING HOLIDAY	559.56	16.00
h	HOLIDAY	839.34	24.00
	Totals:	**6,155.16**	**176.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	620.71
pers2	PERS 2 RETIREMENT	391.47
medpre	HEALTH INSURANCE PRE TAX	227.30
udteam	UNION DUES - TEAMSTERS	79.00
wacare	WA Long-Term Care	35.70
h457	MASSMUTUAL 457	500.00
socsec	SOCIAL SECURITY	367.53
medtx	MEDICARE TAX	85.95
fmlatx	WA Paid Family & Medical Leave	35.83
l&i	L&I - SELF INSURED	10.76
	Totals:	**2,354.25**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,260.00
socsec	SOCIAL SECURITY	367.53
medtx	MEDICARE TAX	85.95
fmlatx	WA Paid Family & Medical Leave	13.41
pers2	PERS 2 RETIREMENT	586.59
401a	401A DEFERRED COMPENSATION	123.10
l&i	L&I - SELF INSURED	17.67
unemp	UNEMPLOYMENT	12.31
	Totals:	**2,466.56**

Gross Earnings by Fund:	**6,155.16**	**176.00**
Total Fund Deductions:	**2,354.25**	
Fund Net:	**3,800.91**	

Fund Worked : 11401
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	485.64	24.50
	Totals:	**485.64**	**24.50**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	30.11
fedtx	FEDERAL WITHHOLDING TAX	4.81
wacare	WA Long-Term Care	2.82
medtx	MEDICARE TAX	7.04
fmlatx	WA Paid Family & Medical Leave	2.83
l&i	L&I - SELF INSURED	1.94
	Totals:	**49.55**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	30.11
l&i	L&I - SELF INSURED	3.18
unemp	UNEMPLOYMENT	0.97
medtx	MEDICARE TAX	7.04
fmlatx	WA Paid Family & Medical Leave	1.06
	Totals:	**42.36**

Gross Earnings by Fund:	**485.64**	**24.50**
Total Fund Deductions:	**49.55**	
Fund Net:	**436.09**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 12401
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	294.44	16.00
	Totals:	**294.44**	**16.00**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	18.26
wacare	WA Long-Term Care	1.71
l&i	L&I - SELF INSURED	1.27
medtx	MEDICARE TAX	4.27
fmlatx	WA Paid Family & Medical Leave	1.71
	Totals:	**27.22**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	18.26
l&i	L&I - SELF INSURED	2.08
unemp	UNEMPLOYMENT	0.59
medtx	MEDICARE TAX	4.27
fmlatx	WA Paid Family & Medical Leave	0.64
	Totals:	**25.84**

Gross Earnings by Fund:	**294.44**	**16.00**
Total Fund Deductions:	**27.22**	
Fund Net:	**267.22**	

Fund Worked : 13001
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	2,505.18	143.00
swapt	SICK PAYOFF - TERMINATION 10%	28.14	1.61
	Totals:	**2,533.32**	**144.61**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	157.07
medtx	MEDICARE TAX	36.73
wacare	WA Long-Term Care	14.69
fedtx	FEDERAL WITHHOLDING TAX	147.17
fmlatx	WA Paid Family & Medical Leave	14.75
l&i	L&I - SELF INSURED	11.31
	Totals:	**381.72**

Benefit Code and Description		Amount
l&i	L&I - SELF INSURED	210.12
medtx	MEDICARE TAX	36.73
unemp	UNEMPLOYMENT	5.01
socsec	SOCIAL SECURITY	157.07
fmlatx	WA Paid Family & Medical Leave	5.52
	Totals:	**414.45**

Gross Earnings by Fund:	**2,533.32**	**144.61**
Total Fund Deductions:	**381.72**	
Fund Net:	**2,151.60**	

Fund Worked : 19961
 # Emps : 8

Earnings Code & Description		Amount	Hours
retbon	RETENTION BONUS	12,000.00	
	Totals:	**12,000.00**	

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,452.24
psers	PSERS RETIREMENT	603.74
medtx	MEDICARE TAX	173.02
pers3	PERS 3 RETIREMENT	75.00
medpre	HEALTH INSURANCE PRE TAX	68.23
udcd	UNION DUES - 1619 CD C	46.32
n457	NATIONWIDE 457	16.56
l&i	L&I - SELF INSURED	12.24
psercu	PSERS RETIREMENT CATCH UP	-0.74
socsec	SOCIAL SECURITY	739.77
icm457	ICMA DEFERRED COMP	593.14
pers2	PERS 2 RETIREMENT	95.40
fmlatx	WA Paid Family & Medical Leave	69.84
401a	401A DEFERRED COMPENSATION	58.29
wacare	WA Long-Term Care	43.50
udcs	UNION DUES - 1619 CS	13.41
wsatf	1619CD WSATF DUES	5.84
	Totals:	**4,065.80**

Benefit Code and Description		Amount
psers	PSERS RETIREMENT	891.00
medtx	MEDICARE TAX	173.02
pers2	PERS 2 RETIREMENT	142.95
unemp	UNEMPLOYMENT	23.94
perscu	PERS RETIREMENT CATCH UP	1.43
socsec	SOCIAL SECURITY	739.77
pers3	PERS 3 RETIREMENT	142.95
fmlatx	WA Paid Family & Medical Leave	26.16
psercu	PSERS RETIREMENT CATCH UP	2.59
	Totals:	**2,143.81**

Gross Earnings by Fund:	**12,000.00**	**0.00**
Total Fund Deductions:	**4,065.80**	
Fund Net:	**7,934.20**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 50401
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	4,260.49	127.50
swa	SICK - WA PART-TIME	279.78	8.00
	Totals:	**4,540.27**	**135.50**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	411.13
medtx	MEDICARE TAX	65.84
wacare	WA Long-Term Care	14.98
socsec	SOCIAL SECURITY	281.50
fmlatx	WA Paid Family & Medical Leave	26.43
l&i	L&I - SELF INSURED	10.09
	Totals:	**809.97**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	281.50
l&i	L&I - SELF INSURED	16.57
unemp	UNEMPLOYMENT	9.08
medtx	MEDICARE TAX	65.84
fmlatx	WA Paid Family & Medical Leave	9.90
	Totals:	**382.89**

Gross Earnings by Fund:	**4,540.27**	**135.50**
Total Fund Deductions:	**809.97**	
Fund Net:	**3,730.30**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 65101
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	8,575.21	200.00
	Totals:	**8,575.21**	**200.00**

Deduction Code and Description		Amount
fd1457	DRS 457 DEFERRED COMP FIRE 1	700.00
fedtx	FEDERAL WITHHOLDING TAX	540.87
socsec	SOCIAL SECURITY	74.40
fmlf1	WA Paid Family & Medical Leave	49.92
leoff2	LEOFF 2 RETIREMENT	629.11
medtx	MEDICARE TAX	124.34
l&i1	L&I - FIRE 1	69.36
wacfd1	WA Long-Term Care	42.78
	Totals:	**2,230.78**

Benefit Code and Description		Amount
leoff2	LEOFF 2 RETIREMENT	392.36
socsec	SOCIAL SECURITY	74.40
medtx	MEDICARE TAX	124.34
	Totals:	**591.10**

Gross Earnings by Fund:	**8,575.21**	**200.00**
Total Fund Deductions:	**2,230.78**	
Fund Net:	**6,344.43**	

Fund Worked : 65151
 # Emps : 13

Earnings Code & Description		Amount	Hours
r	REGULAR	10,045.25	210.00
	Totals:	**10,045.25**	**210.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	903.95
medtx	MEDICARE TAX	145.65
wacfd5	WA Long-Term Care	58.28
socsec	SOCIAL SECURITY	622.80
fmlf5	WA Paid Family & Medical Leave	58.48
	Totals:	**1,789.16**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	622.80
medtx	MEDICARE TAX	145.65
	Totals:	**768.45**

Gross Earnings by Fund:	**10,045.25**	**210.00**
Total Fund Deductions:	**1,789.16**	
Fund Net:	**8,256.09**	

Fund Worked : 65161
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	267.58	17.00
	Totals:	**267.58**	**17.00**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	16.59
fmlf6	WA Paid Family & Medical Leave	1.56
medtx	MEDICARE TAX	3.88
wacfd6	WA Long-Term Care	1.55
	Totals:	**23.58**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	16.59
medtx	MEDICARE TAX	3.88
	Totals:	**20.47**

Gross Earnings by Fund:	**267.58**	**17.00**
Total Fund Deductions:	**23.58**	
Fund Net:	**244.00**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 65171
 # Emps : 13

Earnings Code & Description		Amount	Hours
r	REGULAR	14,453.85	294.25

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,006.41
socsec	SOCIAL SECURITY	304.02
fmlf4	WA Paid Family & Medical Leave	84.16
l&if4	L&I - FIRE 4	80.67

Benefit Code and Description		Amount
leof#4	LEOFF 2 RETIREMENT FIRE 4	508.10
medtx	MEDICARE TAX	209.62

Earnings Code & Description		Amount	Hours
	Totals:	**14,453.85**	**294.25**

Deduction Code and Description		Amount
leof#4	LEOFF 2 RETIREMENT FIRE 4	814.68
medtx	MEDICARE TAX	209.62
wacfd4	WA Long-Term Care	83.83
	Totals:	**2,583.39**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	304.02
	Totals:	**1,021.74**

Gross Earnings by Fund:	**14,453.85**	**294.25**
Total Fund Deductions:	**2,583.39**	
Fund Net:	**11,870.46**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 67101
 # Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	5,943.00	262.50
bhu	BENEFIT HOURS USED - TAX DIST	184.00	8.00
ott	OVERTIME - TAXING DIST	983.25	28.50
	Totals:	**7,110.25**	**299.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	578.76
pers2	PERS 2 RETIREMENT	319.99
l&iagn	L&I - AGNEW	82.60
socsec	SOCIAL SECURITY	440.84
medtx	MEDICARE TAX	103.10
wacagn	WA Long-Term Care	41.24
	Totals:	**1,566.53**

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	479.48
medtx	MEDICARE TAX	103.10
socsec	SOCIAL SECURITY	440.84
fmlagn	WA Paid Family & Medical Leave	41.39
	Totals:	**1,064.81**

Gross Earnings by Fund:	**7,110.25**	**299.00**
Total Fund Deductions:	**1,566.53**	
Fund Net:	**5,543.72**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 67121
 # Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	2,365.00	65.00
	Totals:	**2,365.00**	**65.00**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	146.64
fmlcln	WA Paid Family & Medical Leave	13.76
medtx	MEDICARE TAX	34.29
waccln	WA Long-Term Care	13.73
	Totals:	**208.42**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	146.64
medtx	MEDICARE TAX	34.29
	Totals:	**180.93**

Gross Earnings by Fund:	**2,365.00**	**65.00**
Total Fund Deductions:	**208.42**	
Fund Net:	**2,156.58**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : 67141
 # Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	5,709.00	205.00

Earnings Code & Description	Amount	Hours
Totals:	**5,709.00**	**205.00**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	353.96
pers2h	PERS 2 RETIREMENT - HIGHLAND	303.75
medtx	MEDICARE TAX	82.78
fmlhig	WA Paid Family & Medical Leave	33.24

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	313.80
dshshi	DSHS CHILD SUPPORT (HIGHLAND)	125.00
l&ihig	L&I - HIGHLAND IRRIGATION	57.95
wachig	WA Long-Term Care	33.12
Totals:		**1,303.60**

Benefit Code and Description		Amount
pers2h	PERS 2 RETIREMENT - HIGHLAND	455.15
medtx	MEDICARE TAX	82.78

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	353.96
Totals:		**891.89**

	Amount	Hours
Gross Earnings by Fund:	**5,709.00**	**205.00**
Total Fund Deductions:	**1,303.60**	
Fund Net:	**4,405.40**	

Fund Worked : 67701
 # Emps : 4

Earnings Code & Description		Amount	Hours
r	REGULAR	7,581.00	331.50
	Totals:	**7,581.00**	**331.50**

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	470.02
fedtx	FEDERAL WITHHOLDING TAX	75.58
wacbld	WA Long-Term Care	43.97
medtx	MEDICARE TAX	109.93
fmlbld	WA Paid Family & Medical Leave	44.13
	Totals:	**743.63**

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	470.02
medtx	MEDICARE TAX	109.93
	Totals:	**579.95**

Gross Earnings by Fund:	**7,581.00**	**331.50**
Total Fund Deductions:	**743.63**	
Fund Net:	**6,837.37**	

Fund Worked : 67731
 # Emps : 9

Earnings Code & Description		Amount	Hours
r	REGULAR	32,819.17	1,049.25
ott	OVERTIME - TAXING DIST	1,275.27	29.75
bhu	BENEFIT HOURS USED - TAX DIST	6,571.31	210.25
	Totals:	**40,665.75**	**1,289.25**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	2,718.34
pers2s	PERS 2 RETIREMENT - SUNLAND	2,513.59
medtx	MEDICARE TAX	589.66
fmlsun	WA Paid Family & Medical Leave	236.70
l&isun	L&I - SUNLAND	184.51
socsec	SOCIAL SECURITY	2,521.28
sun457	DRS 457 DEFERRED COMP SUNLAND	1,100.00
medsun	HEALTH INSURANCE SUNLAND	430.88
wacsun	WA Long-Term Care	235.87
	Totals:	**10,530.83**

Benefit Code and Description		Amount
medsun	HEALTH INSURANCE SUNLAND	11,497.26
socsec	SOCIAL SECURITY	2,521.28
pers2s	PERS 2 RETIREMENT - SUNLAND	3,766.41
medtx	MEDICARE TAX	589.66
	Totals:	**18,374.61**

Gross Earnings by Fund:	**40,665.75**	**1,289.25**
Total Fund Deductions:	**10,530.83**	
Fund Net:	**30,134.92**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/01/2023 to 11/30/2023-1 Cycle m

Fund Worked : - Totals -
 # Emps : 205

Earnings Code & Description		Amount	Hours
r	REGULAR	651,590.86	17,344.07
fhp	FLOATING HOLIDAY PAID	54,777.31	1,344.00
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	35,956.08	374.00
o15s	OVERTIME X 1.5 - SHERIFF DEPT	16,172.14	251.50
retbon	RETENTION BONUS	12,000.00	
bhu	BENEFIT HOURS USED - TAX DIST	6,755.31	218.25
well	WELLNESS INCENTIVE	3,193.76	13,356.07
ott	OVERTIME - TAXING DIST	2,258.52	58.25
cu	COMP USED	1,513.06	37.38
bsba	BS/BA EDUCATION INCENTIVE	1,424.66	
aaas	AA/AS EDUCATION INCENTIVE	1,192.54	
fl	FUNERAL LEAVE	1,029.06	30.00
detpay	DETECTIVE PAY	890.14	
auto	AUTO ALLOWANCE CONTRACTUAL	680.00	
swa	SICK - WA PART-TIME	315.12	9.50
flxu	FLEX TIME USED (NO RUN BAL)	290.87	6.50
aspj	ACTING SUPERVISOR PAY JUVENILE	233.25	180.00
wep	WEST END PAY	100.00	
phns	PHONE STIPEND	20.00	
h	HOLIDAY	69,540.49	1,794.10
s	SICK	36,716.91	836.67
v	VACATION	30,537.12	1,000.17
fh	FLOATING HOLIDAY	13,609.80	329.50
sc15	HHS SCANNING PROJ OT X 1.5	7,046.55	137.75
o15j	OVERTIME x 1.5 - JUV DETENTION	3,316.09	80.08
ohjd	OT HOLIDAY - JUV DETENTION	2,277.93	54.00
accred	ACCREDITATION PAY	2,106.09	
clth	CLOTHING ALLOWANCE	1,500.00	3.00
aute	AUTO ALLOWANCE ELECTED	1,360.00	
dont	DONATED TIME USED	1,051.91	33.20
oth	OVERTIME X 1.5 - HOURLY	967.28	66.00
extr	EXTRA PAY BEYOND SALARY	705.81	
oc2	ON CALL NON-SHIFT DAY	474.96	4.00
aspd	SHERIFF ACTING SUP PAY DEPUTY	305.57	152.50
phsm	PHONE STIPEND SMART PHONE	280.00	
fto	FTO PREMIUM	149.60	88.00
swapt	SICK PAYOFF - TERMINATION 10%	34.39	1.68
asp	SHERIFF ACTING SUPERVISOR PAY	13.90	8.00
	Totals:	**962,387.08**	**37,798.17**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	94,265.40
pers2	PERS 2 RETIREMENT	28,485.24
leoff2	LEOFF 2 RETIREMENT	17,487.14
medtx	MEDICARE TAX	13,467.65
psers	PSERS RETIREMENT	8,050.96
fmlatx	WA Paid Family & Medical Leave	4,832.83
wacare	WA Long-Term Care	3,905.21
pers2s	PERS 2 RETIREMENT - SUNLAND	2,513.59
l&i	L&I - SELF INSURED	1,255.91
h457rt	ROTH-EMPOWER 457	1,000.00
genpre	SUN LIFE PRE TAX	880.42
fd1457	DRS 457 DEFERRED COMP FIRE 1	700.00
ltdshr	LTD - SHERIFF	670.65
udps	UNION DUES - 1619 S	512.75
leofcu	LEOFF RETIREMENT CATCH UP	458.17
socsec	SOCIAL SECURITY	55,490.24
401a	401A DEFERRED COMPENSATION	17,512.78
icm457	ICMA DEFERRED COMP	14,830.25
medpre	HEALTH INSURANCE PRE TAX	12,537.42
h457	MASSMUTUAL 457	7,427.87
pers3	PERS 3 RETIREMENT	4,345.46
udteam	UNION DUES - TEAMSTERS	2,891.00
n457	NATIONWIDE 457	2,351.87
sun457	DRS 457 DEFERRED COMP SUNLAND	1,100.00
aflpre	AFLAC PRE TAX	985.50
leof#4	LEOFF 2 RETIREMENT FIRE 4	814.68
udmp	UNION DUES - 1619 MP	679.25
udpd	UNION DUES - 1619 D	557.84
hr125	HEALTH REIMBURSEMENT	505.00
udlc	UNION DUES - 1619 LC	432.25

Fund Worked : - Totals -
 # Emps : 205

Deduction Code and Description		Amount
colaft	COLONIAL LIFE INS. POST TAX	431.42
udcd	UNION DUES - 1619 CD C	370.50
aflaft	AFLAC POST TAX	275.81
wacsun	WA Long-Term Care	235.87
udcs	UNION DUES - 1619 CS	185.25
uw	UNITED WAY	135.00
colpre	COLONIAL LIFE INS. PRE TAX	88.12
wacfd4	WA Long-Term Care	83.83
l&if4	L&I - FIRE 4	80.67
wsatf	1619CD WSATF DUES	60.00
wacfd5	WA Long-Term Care	58.28
udtint	TEAMSTERS INIT FEE or ADJ	50.00
shrfcf	SHERIFF COFFEE FUND	48.00
wacbld	WA Long-Term Care	43.97
wacagn	WA Long-Term Care	41.24
wachig	WA Long-Term Care	33.12
fmlcln	WA Paid Family & Medical Leave	13.76
fmlf6	WA Paid Family & Medical Leave	1.56
psercu	PSERS RETIREMENT CATCH UP	-5.91

Deduction Code and Description		Amount
medsun	HEALTH INSURANCE SUNLAND	430.88
pers2h	PERS 2 RETIREMENT - HIGHLAND	303.75
fmlsun	WA Paid Family & Medical Leave	236.70
rth457	ROTH-ICMA DEFERRED COMP	200.00
l&isun	L&I - SUNLAND	184.51
dshshi	DSHS CHILD SUPPORT (HIGHLAND)	125.00
fmlf4	WA Paid Family & Medical Leave	84.16
l&iagn	L&I - AGNEW	82.60
l&i1	L&I - FIRE 1	69.36
fmlf5	WA Paid Family & Medical Leave	58.48
l&ihig	L&I - HIGHLAND IRRIGATION	57.95
fmlf1	WA Paid Family & Medical Leave	49.92
fmlbld	WA Paid Family & Medical Leave	44.13
wacfd1	WA Long-Term Care	42.78
fmlhig	WA Paid Family & Medical Leave	33.24
shrfnd	SHERIFF EMPLOYEE FUND	31.00
waccln	WA Long-Term Care	13.73
wacfd6	WA Long-Term Care	1.55
	Totals:	**305,227.56**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	134,209.58
pers2	PERS 2 RETIREMENT	40,217.36
l&i	L&I - SELF INSURED	13,644.81
psers	PSERS RETIREMENT	11,843.20
leoff2	LEOFF 2 RETIREMENT	10,906.39
vebahr	HRA VEBA	5,674.45
fmlatx	WA Paid Family & Medical Leave	1,809.38
leof#4	LEOFF 2 RETIREMENT FIRE 4	508.10
genpre	SUN LIFE PRE TAX	282.00
fmlagn	WA Paid Family & Medical Leave	41.39
perscu	PERS RETIREMENT CATCH UP	13.66

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	55,490.24
401a	401A DEFERRED COMPENSATION	14,162.05
medtx	MEDICARE TAX	13,467.65
medsun	HEALTH INSURANCE SUNLAND	11,497.26
pers3	PERS 3 RETIREMENT	5,758.03
pers2s	PERS 2 RETIREMENT - SUNLAND	3,766.41
unemp	UNEMPLOYMENT	1,556.93
pers2h	PERS 2 RETIREMENT - HIGHLAND	455.15
leofcu	LEOFF RETIREMENT CATCH UP	279.71
psercu	PSERS RETIREMENT CATCH UP	20.70
	Totals:	**325,604.45**

Fund Worked : - Totals -
Emps : 205

Grand Total Gross Earnings:	962,387.08	37,798.17
Grand Total Deductions:	305,227.56	
Grand Total Net:	657,159.52	

SEMI-MONTHLY

Labor Distribution Totals By Fund

CLALLAM COUNTY

11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 00100
 # Emps : 211

Earnings Code & Description		Amount	Hours
r	REGULAR	445,124.33	12,934.56
v	VACATION	37,792.13	1,035.54
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	23,907.73	289.50
fh	FLOATING HOLIDAY	11,201.99	369.25
o15s	OVERTIME X 1.5 - SHERIFF DEPT	5,571.36	107.70
sc15	HHS SCANNING PROJ OT X 1.5	3,679.73	74.50
vp	VACATION PAYOFF	1,669.77	74.47
accred	ACCREDITATION PAY	1,182.01	
stby	STANDBY PAY	825.04	21.00
o15j	OVERTIME x 1.5 - JUV DETENTION	713.98	19.25
bsba	BS/BA EDUCATION INCENTIVE	661.01	
fto	FTO PREMIUM	284.61	156.50
uapr	URINE ANALYSIS PREMIUM	133.25	
asp	SHERIFF ACTING SUPERVISOR PAY	102.16	63.00
aspj	ACTING SUPERVISOR PAY JUVENILE	81.34	60.00
phns	PHONE STIPEND	70.00	
oc1	ON CALL SHIFT DAY	38.81	1.00
h	HOLIDAY	92,809.48	2,667.04
fhp	FLOATING HOLIDAY PAID	34,405.09	1,005.34
s	SICK	20,670.76	703.52
well	WELLNESS INCENTIVE	5,792.47	17,227.74
ohjd	OT HOLIDAY - JUV DETENTION	3,755.21	102.00
cu	COMP USED	2,928.59	90.01
oth	OVERTIME X 1.5 - HOURLY	1,197.76	64.50
auto	AUTO ALLOWANCE CONTRACTUAL	1,020.00	
fl	FUNERAL LEAVE	748.52	24.00
aute	AUTO ALLOWANCE ELECTED	680.00	
cp	COMP TIME PAID - COUNTY	378.93	16.90
phsm	PHONE STIPEND SMART PHONE	180.00	
aaas	AA/AS EDUCATION INCENTIVE	108.51	
detpay	DETECTIVE PAY	100.92	
spt	SICK PAYOFF - TERMINATION 10%	77.84	34.72
aspd	SHERIFF ACTING SUP PAY DEPUTY	39.40	20.00
	Totals:	**697,932.73**	**37,162.04**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	60,002.20
medpre	HEALTH INSURANCE PRE TAX	33,875.30
401a	401A DEFERRED COMPENSATION	15,087.55
medtx	MEDICARE TAX	9,496.63
psers	PSERS RETIREMENT	5,893.68
wacare	WA Long-Term Care	3,521.91
pers3	PERS 3 RETIREMENT	3,105.29
genpre	SUN LIFE PRE TAX	1,986.91
n457	NATIONWIDE 457	1,487.50
l&i	L&I - SELF INSURED	1,116.37
dc125	DEPENDENT CARE	833.32
dshs	DSHS CHILD SUPPORT	724.88
udpd	UNION DUES - 1619 D	556.95
udmp	UNION DUES - 1619 MP	401.44
udlc	UNION DUES - 1619 LC	369.03
colaft	COLONIAL LIFE INS. POST TAX	279.25
udtint	TEAMSTERS INIT FEE or ADJ	100.00
socsec	SOCIAL SECURITY	39,263.07
pers2	PERS 2 RETIREMENT	28,739.12
icm457	ICMA DEFERRED COMP	10,769.27
leoff2	LEOFF 2 RETIREMENT	8,311.79
fmlatx	WA Paid Family & Medical Leave	3,880.14
udteam	UNION DUES - TEAMSTERS	3,164.49
rth457	ROTH-ICMA DEFERRED COMP	2,496.31
aflpre	AFLAC PRE TAX	1,642.92
h457	MASSMUTUAL 457	1,203.23
hr125	HEALTH REIMBURSEMENT	908.33
dshsca	DSHS CHILD SUPPORT CALIFORNIA	750.00
ltdshr	LTD - SHERIFF	715.36
pers1	PERS 1 RETIREMENT	432.67
udcd	UNION DUES - 1619 CD C	376.84
evggar	EVERGREEN FIN GARNISHMENT	345.10
aflaft	AFLAC POST TAX	255.53
colpre	COLONIAL LIFE INS. PRE TAX	74.31

Fund Worked : 00100
 # Emps : 211

Deduction Code and Description		Amount
uw	UNITED WAY	45.00
udcs	UNION DUES - 1619 CS	30.88
shrfnd	SHERIFF EMPLOYEE FUND	17.79
psercu	PSERS RETIREMENT CATCH UP	-2.76
udps	UNION DUES - 1619 S	36.63
garnfe	GARNISHMENT FEE	21.50
shrfcf	SHERIFF COFFEE FUND	14.00
	Totals:	**242,329.73**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	262,148.88
socsec	SOCIAL SECURITY	39,172.12
l&i	L&I - SELF INSURED	10,451.47
medtx	MEDICARE TAX	9,475.36
leoff2	LEOFF 2 RETIREMENT	5,183.94
fmlatx	WA Paid Family & Medical Leave	1,449.49
pers1	PERS 1 RETIREMENT	687.23
psercu	PSERS RETIREMENT CATCH UP	6.30
leofcu	LEOFF RETIREMENT CATCH UP	-3.89
pers2	PERS 2 RETIREMENT	42,313.79
401a	401A DEFERRED COMPENSATION	13,020.26
vebahr	HRA VEBA	10,190.51
psers	PSERS RETIREMENT	8,534.94
pers3	PERS 3 RETIREMENT	4,338.63
unemp	UNEMPLOYMENT	1,315.22
genpre	SUN LIFE PRE TAX	637.79
perscu	PERS RETIREMENT CATCH UP	0.43
	Totals:	**408,922.47**

Gross Earnings by Fund:	**697,932.73**	**37,162.04**
Total Fund Deductions:	**242,329.73**	
Fund Net:	**455,603.00**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 11301
 # Emps : 12

Earnings Code & Description		Amount	Hours
r	REGULAR	19,575.09	683.50
sc15	HHS SCANNING PROJ OT X 1.5	3,402.08	76.00
vp	VACATION PAYOFF	481.43	19.45
h	HOLIDAY	4,136.28	144.00
v	VACATION	1,066.95	34.00
spt	SICK PAYOFF - TERMINATION 10%	19.23	7.77
	Totals:	**28,681.06**	**964.72**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	2,085.38
pers2	PERS 2 RETIREMENT	1,788.36
401a	401A DEFERRED COMPENSATION	874.02
udteam	UNION DUES - TEAMSTERS	306.81
fmlatx	WA Paid Family & Medical Leave	166.93
aflpre	AFLAC PRE TAX	133.90
l&i	L&I - SELF INSURED	61.23
hr125	HEALTH REIMBURSEMENT	50.00
h457	MASSMUTUAL 457	13.92
medpre	HEALTH INSURANCE PRE TAX	1,861.85
socsec	SOCIAL SECURITY	1,651.41
medtx	MEDICARE TAX	386.23
icm457	ICMA DEFERRED COMP	184.59
wacare	WA Long-Term Care	148.49
rth457	ROTH-ICMA DEFERRED COMP	123.10
udtint	TEAMSTERS INIT FEE or ADJ	50.00
aflaft	AFLAC POST TAX	36.40
	Totals:	**9,922.62**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	11,340.00
socsec	SOCIAL SECURITY	1,651.41
medtx	MEDICARE TAX	386.23
fmlatx	WA Paid Family & Medical Leave	62.50
pers2	PERS 2 RETIREMENT	2,685.59
401a	401A DEFERRED COMPENSATION	429.43
l&i	L&I - SELF INSURED	262.82
unemp	UNEMPLOYMENT	56.24
	Totals:	**16,874.22**

Gross Earnings by Fund:	**28,681.06**	**964.72**
Total Fund Deductions:	**9,922.62**	
Fund Net:	**18,758.44**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 11701
 # Emps : 2

Earnings Code & Description		Amount	Hours
vp	VACATION PAYOFF	9,601.52	303.04
spt	SICK PAYOFF - TERMINATION 10%	1,206.34	380.79
v	VACATION	841.90	27.50
fh	FLOATING HOLIDAY	522.78	16.50
r	REGULAR	2,496.26	83.00
h	HOLIDAY	977.68	32.00
s	SICK	538.62	17.00
	Totals:	**16,185.10**	**859.83**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	3,412.25
pers2	PERS 2 RETIREMENT	340.55
medpre	HEALTH INSURANCE PRE TAX	227.30
fmlatx	WA Paid Family & Medical Leave	94.21
udteam	UNION DUES - TEAMSTERS	68.21
socsec	SOCIAL SECURITY	989.38
medtx	MEDICARE TAX	231.40
401a	401A DEFERRED COMPENSATION	138.27
wacare	WA Long-Term Care	93.88
l&i	L&I - SELF INSURED	6.55
	Totals:	**5,602.00**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	2,520.00
pers2	PERS 2 RETIREMENT	512.45
401a	401A DEFERRED COMPENSATION	55.76
l&i	L&I - SELF INSURED	10.78
socsec	SOCIAL SECURITY	996.32
medtx	MEDICARE TAX	233.02
fmlatx	WA Paid Family & Medical Leave	35.51
unemp	UNEMPLOYMENT	10.76
	Totals:	**4,374.60**

Gross Earnings by Fund:	**16,185.10**	**859.83**
Total Fund Deductions:	**5,602.00**	
Fund Net:	**10,583.10**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 12401
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	1,179.28	49.63
v	VACATION	248.69	10.00
h	HOLIDAY	376.76	16.00
s	SICK	139.37	6.38
	Totals:	**1,944.10**	**82.01**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	202.31
socsec	SOCIAL SECURITY	108.00
401a	401A DEFERRED COMPENSATION	38.43
medtx	MEDICARE TAX	25.24
fmlatx	WA Paid Family & Medical Leave	11.30
l&i	L&I - SELF INSURED	3.91
pers2	PERS 2 RETIREMENT	123.63
fedtx	FEDERAL WITHHOLDING TAX	104.69
udteam	UNION DUES - TEAMSTERS	26.49
icm457	ICMA DEFERRED COMP	24.99
wacare	WA Long-Term Care	11.25
	Totals:	**680.24**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,284.98
socsec	SOCIAL SECURITY	108.00
medtx	MEDICARE TAX	25.24
fmlatx	WA Paid Family & Medical Leave	4.23
pers2	PERS 2 RETIREMENT	185.27
401a	401A DEFERRED COMPENSATION	38.88
l&i	L&I - SELF INSURED	6.45
unemp	UNEMPLOYMENT	3.89
	Totals:	**1,656.94**

Gross Earnings by Fund:	**1,944.10**	**82.01**
Total Fund Deductions:	**680.24**	
Fund Net:	**1,263.86**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 13001
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	2,142.83	67.00
s	SICK	159.91	5.00
h	HOLIDAY	511.76	16.00
	Totals:	**2,814.50**	**88.00**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	201.60
pers2	PERS 2 RETIREMENT	179.00
401a	401A DEFERRED COMPENSATION	140.73
udmp	UNION DUES - 1619 MP	30.88
wacare	WA Long-Term Care	16.32
fedtx	FEDERAL WITHHOLDING TAX	196.76
socsec	SOCIAL SECURITY	162.00
medtx	MEDICARE TAX	37.89
fmlatx	WA Paid Family & Medical Leave	16.38
l&i	L&I - SELF INSURED	6.33
	Totals:	**987.89**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,235.00
socsec	SOCIAL SECURITY	162.00
401a	401A DEFERRED COMPENSATION	56.29
vebahr	HRA VEBA	25.00
unemp	UNEMPLOYMENT	5.63
pers2	PERS 2 RETIREMENT	268.22
l&i	L&I - SELF INSURED	74.69
medtx	MEDICARE TAX	37.89
fmlatx	WA Paid Family & Medical Leave	6.13
	Totals:	**1,870.85**

Gross Earnings by Fund:	**2,814.50**	**88.00**
Total Fund Deductions:	**987.89**	
Fund Net:	**1,826.61**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 19914
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	3,749.32	131.20
h	HOLIDAY	821.64	28.80
	Totals:	**4,570.96**	**160.00**

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	290.72
fedtx	FEDERAL WITHHOLDING TAX	272.98
medtx	MEDICARE TAX	66.28
fmlatx	WA Paid Family & Medical Leave	26.61
l&i	L&I - SELF INSURED	10.38
socsec	SOCIAL SECURITY	283.40
401a	401A DEFERRED COMPENSATION	183.90
udteam	UNION DUES - TEAMSTERS	65.00
wacare	WA Long-Term Care	26.51
	Totals:	**1,225.78**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	2,520.00
socsec	SOCIAL SECURITY	283.40
medtx	MEDICARE TAX	66.28
fmlatx	WA Paid Family & Medical Leave	9.97
pers2	PERS 2 RETIREMENT	435.61
401a	401A DEFERRED COMPENSATION	91.42
l&i	L&I - SELF INSURED	17.04
unemp	UNEMPLOYMENT	9.15
	Totals:	**3,432.87**

Gross Earnings by Fund:	**4,570.96**	**160.00**
Total Fund Deductions:	**1,225.78**	
Fund Net:	**3,345.18**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 19951
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	3,418.47	72.00
auto	AUTO ALLOWANCE CONTRACTUAL	170.00	
h	HOLIDAY	759.68	16.00
	Totals:	**4,348.15**	**88.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	500.37
pers2	PERS 2 RETIREMENT	265.73
401a	401A DEFERRED COMPENSATION	208.91
medtx	MEDICARE TAX	57.82
wacare	WA Long-Term Care	25.22
medpre	HEALTH INSURANCE PRE TAX	301.60
socsec	SOCIAL SECURITY	247.23
genpre	SUN LIFE PRE TAX	58.96
fmlatx	WA Paid Family & Medical Leave	25.31
l&i	L&I - SELF INSURED	6.33
	Totals:	**1,697.48**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,135.00
socsec	SOCIAL SECURITY	247.23
401a	401A DEFERRED COMPENSATION	83.56
l&i	L&I - SELF INSURED	10.39
fmlatx	WA Paid Family & Medical Leave	9.48
pers2	PERS 2 RETIREMENT	398.18
vebahr	HRA VEBA	125.00
medtx	MEDICARE TAX	57.82
genpre	SUN LIFE PRE TAX	10.00
unemp	UNEMPLOYMENT	8.36
	Totals:	**2,085.02**

Gross Earnings by Fund:	**4,348.15**	**88.00**
Total Fund Deductions:	**1,697.48**	
Fund Net:	**2,650.67**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 19961
 # Emps : 1

Earnings Code & Description		Amount	Hours
sigbon	SIGNING BONUS	3,333.34	
	Totals:	**3,333.34**	

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	370.87
socsec	SOCIAL SECURITY	121.64
medtx	MEDICARE TAX	28.45
401a	401A DEFERRED COMPENSATION	16.87
wacare	WA Long-Term Care	11.44
udcd	UNION DUES - 1619 CD C	7.00
psers	PSERS RETIREMENT	132.69
rth457	ROTH-ICMA DEFERRED COMP	45.34
icm457	ICMA DEFERRED COMP	28.11
fmlatx	WA Paid Family & Medical Leave	11.48
medpre	HEALTH INSURANCE PRE TAX	9.75
l&i	L&I - SELF INSURED	1.44
	Totals:	**785.08**

Benefit Code and Description		Amount
psers	PSERS RETIREMENT	330.00
medtx	MEDICARE TAX	48.10
unemp	UNEMPLOYMENT	6.67
socsec	SOCIAL SECURITY	205.65
fmlatx	WA Paid Family & Medical Leave	7.27
	Totals:	**597.69**

Gross Earnings by Fund:	**3,333.34**	**0.00**
Total Fund Deductions:	**785.08**	
Fund Net:	**2,548.26**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 50401
 # Emps : 4

Earnings Code & Description		Amount	Hours
r	REGULAR	9,363.30	220.38
v	VACATION	1,510.81	19.00
h	HOLIDAY	2,416.97	52.00
auto	AUTO ALLOWANCE CONTRACTUAL	170.00	
	Totals:	**13,461.08**	**291.38**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,567.41
medpre	HEALTH INSURANCE PRE TAX	509.85
socsec	SOCIAL SECURITY	382.41
medtx	MEDICARE TAX	191.54
icm457	ICMA DEFERRED COMP	168.55
fmlatx	WA Paid Family & Medical Leave	78.36
l&i	L&I - SELF INSURED	19.93
shrfnd	SHERIFF EMPLOYEE FUND	1.00
h457	MASSMUTUAL 457	624.20
pers2	PERS 2 RETIREMENT	420.51
aflpre	AFLAC PRE TAX	222.32
genpre	SUN LIFE PRE TAX	172.49
401a	401A DEFERRED COMPENSATION	159.22
wacare	WA Long-Term Care	78.08
shrfcf	SHERIFF COFFEE FUND	5.00
	Totals:	**4,600.87**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	3,857.50
pers2	PERS 2 RETIREMENT	630.10
vebahr	HRA VEBA	406.25
medtx	MEDICARE TAX	191.54
l&i	L&I - SELF INSURED	32.70
unemp	UNEMPLOYMENT	26.59
h457	MASSMUTUAL 457	636.55
401a	401A DEFERRED COMPENSATION	466.21
socsec	SOCIAL SECURITY	382.41
genpre	SUN LIFE PRE TAX	65.50
fmlatx	WA Paid Family & Medical Leave	29.35
	Totals:	**6,724.70**

Gross Earnings by Fund:	**13,461.08**	**291.38**
Total Fund Deductions:	**4,600.87**	
Fund Net:	**8,860.21**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : 50501
 # Emps : 2

Earnings Code & Description		Amount	Hours
r	REGULAR	1,414.32	31.78
v	VACATION	36.03	0.40
h	HOLIDAY	276.19	5.60
s	SICK	18.01	0.20
	Totals:	**1,744.55**	**37.98**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	189.73
401a	401A DEFERRED COMPENSATION	113.69
medpre	HEALTH INSURANCE PRE TAX	61.38
medtx	MEDICARE TAX	24.17
fmlatx	WA Paid Family & Medical Leave	5.64
l&i	L&I - SELF INSURED	2.20
icm457	ICMA DEFERRED COMP	161.29
pers2	PERS 2 RETIREMENT	109.89
socsec	SOCIAL SECURITY	56.69
genpre	SUN LIFE PRE TAX	20.97
wacare	WA Long-Term Care	5.62
shrfnd	SHERIFF EMPLOYEE FUND	0.21
	Totals:	**751.48**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	441.00
401a	401A DEFERRED COMPENSATION	58.13
vebahr	HRA VEBA	43.75
genpre	SUN LIFE PRE TAX	6.71
unemp	UNEMPLOYMENT	3.49
pers2	PERS 2 RETIREMENT	166.25
socsec	SOCIAL SECURITY	56.69
medtx	MEDICARE TAX	24.17
l&i	L&I - SELF INSURED	3.63
fmlatx	WA Paid Family & Medical Leave	2.11
	Totals:	**805.93**

Gross Earnings by Fund:	**1,744.55**	**37.98**
Total Fund Deductions:	**751.48**	
Fund Net:	**993.07**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle sc

Fund Worked : - Totals -
 # Emps : 229

Earnings Code & Description		Amount	Hours
r	REGULAR	488,463.20	14,273.05
v	VACATION	41,496.51	1,126.44
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	23,907.73	289.50
vp	VACATION PAYOFF	11,752.72	396.96
sc15	HHS SCANNING PROJ OT X 1.5	7,081.81	150.50
o15s	OVERTIME X 1.5 - SHERIFF DEPT	5,571.36	107.70
sigbon	SIGNING BONUS	3,333.34	
auto	AUTO ALLOWANCE CONTRACTUAL	1,360.00	
oth	OVERTIME X 1.5 - HOURLY	1,197.76	64.50
stby	STANDBY PAY	825.04	21.00
o15j	OVERTIME x 1.5 - JUV DETENTION	713.98	19.25
bsba	BS/BA EDUCATION INCENTIVE	661.01	
fto	FTO PREMIUM	284.61	156.50
uapr	URINE ANALYSIS PREMIUM	133.25	
asp	SHERIFF ACTING SUPERVISOR PAY	102.16	63.00
aspj	ACTING SUPERVISOR PAY JUVENILE	81.34	60.00
aspd	SHERIFF ACTING SUP PAY DEPUTY	39.40	20.00
h	HOLIDAY	103,086.44	2,977.44
fhp	FLOATING HOLIDAY PAID	34,405.09	1,005.34
s	SICK	21,526.67	732.10
fh	FLOATING HOLIDAY	11,724.77	385.75
well	WELLNESS INCENTIVE	5,792.47	17,227.74
ohjd	OT HOLIDAY - JUV DETENTION	3,755.21	102.00
cu	COMP USED	2,928.59	90.01
spt	SICK PAYOFF - TERMINATION 10%	1,303.41	423.28
accred	ACCREDITATION PAY	1,182.01	
fl	FUNERAL LEAVE	748.52	24.00
aute	AUTO ALLOWANCE ELECTED	680.00	
cp	COMP TIME PAID - COUNTY	378.93	16.90
phsm	PHONE STIPEND SMART PHONE	180.00	
aaas	AA/AS EDUCATION INCENTIVE	108.51	
detpay	DETECTIVE PAY	100.92	
phns	PHONE STIPEND	70.00	
oc1	ON CALL SHIFT DAY	38.81	1.00
	Totals:	**775,015.57**	**39,733.96**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	68,702.64
medpre	HEALTH INSURANCE PRE TAX	37,250.94
401a	401A DEFERRED COMPENSATION	16,961.59
medtx	MEDICARE TAX	10,545.65
psers	PSERS RETIREMENT	6,026.37
wacare	WA Long-Term Care	3,938.72
pers3	PERS 3 RETIREMENT	3,105.29
genpre	SUN LIFE PRE TAX	2,239.33
h457	MASSMUTUAL 457	1,841.35
l&i	L&I - SELF INSURED	1,234.67
dc125	DEPENDENT CARE	833.32
dshs	DSHS CHILD SUPPORT	724.88
udpd	UNION DUES - 1619 D	556.95
udmp	UNION DUES - 1619 MP	432.32
udlc	UNION DUES - 1619 LC	369.03
aflaft	AFLAC POST TAX	291.93
udtint	TEAMSTERS INIT FEE or ADJ	150.00
socsec	SOCIAL SECURITY	43,265.23
pers2	PERS 2 RETIREMENT	32,257.51
icm457	ICMA DEFERRED COMP	11,336.80
leoff2	LEOFF 2 RETIREMENT	8,311.79
fmlatx	WA Paid Family & Medical Leave	4,316.36
udteam	UNION DUES - TEAMSTERS	3,631.00
rth457	ROTH-ICMA DEFERRED COMP	2,664.75
aflpre	AFLAC PRE TAX	1,999.14
n457	NATIONWIDE 457	1,487.50
hr125	HEALTH REIMBURSEMENT	958.33
dshsca	DSHS CHILD SUPPORT CALIFORNIA	750.00
ltdshr	LTD - SHERIFF	715.36
pers1	PERS 1 RETIREMENT	432.67
udcd	UNION DUES - 1619 CD C	383.84
evggar	EVERGREEN FIN GARNISHMENT	345.10
colaft	COLONIAL LIFE INS. POST TAX	279.25
colpre	COLONIAL LIFE INS. PRE TAX	74.31

Fund Worked : - Totals -
 # Emps : 229

Deduction Code and Description		Amount
uw	UNITED WAY	45.00
udcs	UNION DUES - 1619 CS	30.88
shrfcf	SHERIFF COFFEE FUND	19.00
psercu	PSERS RETIREMENT CATCH UP	-2.76
udps	UNION DUES - 1619 S	36.63
garnfe	GARNISHMENT FEE	21.50
shrfnd	SHERIFF EMPLOYEE FUND	19.00
	Totals:	**268,583.17**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	286,482.36
socsec	SOCIAL SECURITY	43,265.23
l&i	L&I - SELF INSURED	10,869.97
medtx	MEDICARE TAX	10,545.65
leoff2	LEOFF 2 RETIREMENT	5,183.94
fmlatx	WA Paid Family & Medical Leave	1,616.04
genpre	SUN LIFE PRE TAX	720.00
h457	MASSMUTUAL 457	636.55
perscu	PERS RETIREMENT CATCH UP	0.43
pers2	PERS 2 RETIREMENT	47,595.46
401a	401A DEFERRED COMPENSATION	14,299.94
vebahr	HRA VEBA	10,790.51
psers	PSERS RETIREMENT	8,864.94
pers3	PERS 3 RETIREMENT	4,338.63
unemp	UNEMPLOYMENT	1,446.00
pers1	PERS 1 RETIREMENT	687.23
psercu	PSERS RETIREMENT CATCH UP	6.30
leofcu	LEOFF RETIREMENT CATCH UP	-3.89
	Totals:	**447,345.29**

Grand Total Gross Earnings:	**775,015.57**	**39,733.96**
Grand Total Deductions:	**268,583.17**	
Grand Total Net:	**506,432.40**	

ROADS

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : 00100
 # Emps : 10

Earnings Code & Description		Amount	Hours
well	WELLNESS INCENTIVE	1,930.08	4,362.80
	Totals:	**1,930.08**	**4,362.80**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	144.68
pers2	PERS 2 RETIREMENT	114.17
401a	401A DEFERRED COMPENSATION	28.69
udteam	UNION DUES - TEAMSTERS	16.11
fmlatx	WA Paid Family & Medical Leave	11.22
udmp	UNION DUES - 1619 MP	4.38
l&i	L&I - SELF INSURED	3.32
fedtx	FEDERAL WITHHOLDING TAX	135.29
socsec	SOCIAL SECURITY	110.70
medtx	MEDICARE TAX	25.90
icm457	ICMA DEFERRED COMP	11.23
wacare	WA Long-Term Care	6.88
h457	MASSMUTUAL 457	3.68
	Totals:	**616.25**

Gross Earnings by Fund:	**1,930.08**	**4,362.80**
Total Fund Deductions:	**616.25**	
Fund Net:	**1,313.83**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : 10101
 # Emps : 66

Earnings Code & Description		Amount	Hours
r	REGULAR	99,367.54	3,092.60
v	VACATION	17,469.60	528.98
o15r	OVERTIME X 1.5 - ROADS DEPT	4,763.59	71.50
cpr	COMP TIME PAID - PW ROADS	1,255.91	41.75
fl	FUNERAL LEAVE	997.71	24.00
auto	AUTO ALLOWANCE CONTRACTUAL	340.00	
h	HOLIDAY	30,197.86	940.80
s	SICK	9,901.91	322.52
fh	FLOATING HOLIDAY	1,443.44	48.00
cu	COMP USED	1,204.01	42.00
phns	PHONE STIPEND	580.00	
c15r	COMP EARNED X 1.5 ROADS	-237.03	-5.00
	Totals:	**167,284.54**	**5,107.15**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	12,316.91
socsec	SOCIAL SECURITY	9,819.01
icm457	ICMA DEFERRED COMP	3,795.46
medtx	MEDICARE TAX	2,296.35
fmlatx	WA Paid Family & Medical Leave	975.33
h457	MASSMUTUAL 457	568.89
pers3	PERS 3 RETIREMENT	313.38
udmp	UNION DUES - 1619 MP	200.54
aflaft	AFLAC POST TAX	73.82
hr125	HEALTH REIMBURSEMENT	70.85
garnfe	GARNISHMENT FEE	0.50
pers2	PERS 2 RETIREMENT	10,092.41
medpre	HEALTH INSURANCE PRE TAX	9,012.20
401a	401A DEFERRED COMPENSATION	2,641.26
udteam	UNION DUES - TEAMSTERS	1,642.73
wacare	WA Long-Term Care	870.66
c13gar	CHAPTER 13 GARNISHMENT	538.00
l&i	L&I - SELF INSURED	262.82
genpre	SUN LIFE PRE TAX	104.01
aflpre	AFLAC PRE TAX	71.68
uw	UNITED WAY	55.68
	Totals:	**55,722.49**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	75,487.26
socsec	SOCIAL SECURITY	9,913.96
401a	401A DEFERRED COMPENSATION	3,090.24
pers3	PERS 3 RETIREMENT	594.59
fmlatx	WA Paid Family & Medical Leave	368.80
genpre	SUN LIFE PRE TAX	78.85
pers2	PERS 2 RETIREMENT	15,259.96
l&i	L&I - SELF INSURED	4,045.81
medtx	MEDICARE TAX	2,318.58
vebahr	HRA VEBA	450.00
unemp	UNEMPLOYMENT	333.00
perscu	PERS RETIREMENT CATCH UP	-0.10
	Totals:	**111,940.95**

Gross Earnings by Fund:	**167,284.54**	**5,107.15**
Total Fund Deductions:	**55,722.49**	
Fund Net:	**111,562.05**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : 10135
 # Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	2,990.29	78.00
h	HOLIDAY	589.02	16.00
	Totals:	**3,579.31**	**94.00**

Deduction Code and Description		Amount
401a	401A DEFERRED COMPENSATION	318.44
medpre	HEALTH INSURANCE PRE TAX	214.12
pers2	PERS 2 RETIREMENT	203.67
udmp	UNION DUES - 1619 MP	31.05
wacare	WA Long-Term Care	20.77
icm457	ICMA DEFERRED COMP	11.28
hr125	HEALTH REIMBURSEMENT	6.39
uw	UNITED WAY	2.10
fedtx	FEDERAL WITHHOLDING TAX	248.62
socsec	SOCIAL SECURITY	208.02
medtx	MEDICARE TAX	48.65
fmlatx	WA Paid Family & Medical Leave	20.84
pers3	PERS 3 RETIREMENT	18.21
l&i	L&I - SELF INSURED	6.85
genpre	SUN LIFE PRE TAX	4.26
aflpre	AFLAC PRE TAX	0.25
	Totals:	**1,363.52**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,340.80
socsec	SOCIAL SECURITY	208.02
medtx	MEDICARE TAX	48.65
vebahr	HRA VEBA	25.00
fmlatx	WA Paid Family & Medical Leave	7.80
genpre	SUN LIFE PRE TAX	3.23
pers2	PERS 2 RETIREMENT	305.19
401a	401A DEFERRED COMPENSATION	75.36
pers3	PERS 3 RETIREMENT	35.92
l&i	L&I - SELF INSURED	20.96
unemp	UNEMPLOYMENT	7.16
	Totals:	**2,078.09**

Gross Earnings by Fund:	**3,579.31**	**94.00**
Total Fund Deductions:	**1,363.52**	
Fund Net:	**2,215.79**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : 30805
 # Emps : 1

Earnings Code & Description		Amount	Hours
r	REGULAR	242.26	4.50
	Totals:	**242.26**	**4.50**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	17.53
pers3	PERS 3 RETIREMENT	11.70
icm457	ICMA DEFERRED COMP	7.02
medtx	MEDICARE TAX	3.31
fmlatx	WA Paid Family & Medical Leave	1.41
uw	UNITED WAY	1.21
socsec	SOCIAL SECURITY	14.13
medpre	HEALTH INSURANCE PRE TAX	8.05
hr125	HEALTH REIMBURSEMENT	4.11
genpre	SUN LIFE PRE TAX	2.74
wacare	WA Long-Term Care	1.41
l&i	L&I - SELF INSURED	0.31
	Totals:	**72.93**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	63.50
socsec	SOCIAL SECURITY	14.13
l&i	L&I - SELF INSURED	6.72
genpre	SUN LIFE PRE TAX	2.08
unemp	UNEMPLOYMENT	0.49
pers3	PERS 3 RETIREMENT	23.09
401a	401A DEFERRED COMPENSATION	7.27
medtx	MEDICARE TAX	3.31
fmlatx	WA Paid Family & Medical Leave	0.53
	Totals:	**121.12**

Gross Earnings by Fund:	**242.26**	**4.50**
Total Fund Deductions:	**72.93**	
Fund Net:	**169.33**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : 40201
 # Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	547.65	13.00
	Totals:	**547.65**	**13.00**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	45.00
pers2	PERS 2 RETIREMENT	28.32
401a	401A DEFERRED COMPENSATION	11.21
udmp	UNION DUES - 1619 MP	3.90
icm457	ICMA DEFERRED COMP	3.77
wacare	WA Long-Term Care	3.18
uw	UNITED WAY	1.30
genpre	SUN LIFE PRE TAX	0.91
socsec	SOCIAL SECURITY	32.30
medpre	HEALTH INSURANCE PRE TAX	23.60
medtx	MEDICARE TAX	7.56
pers3	PERS 3 RETIREMENT	3.90
fmlatx	WA Paid Family & Medical Leave	3.19
hr125	HEALTH REIMBURSEMENT	1.37
aflpre	AFLAC PRE TAX	1.00
l&i	L&I - SELF INSURED	0.90
	Totals:	**171.41**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	184.47
socsec	SOCIAL SECURITY	32.30
401a	401A DEFERRED COMPENSATION	11.76
medtx	MEDICARE TAX	7.56
unemp	UNEMPLOYMENT	1.06
pers2	PERS 2 RETIREMENT	44.50
l&i	L&I - SELF INSURED	13.97
pers3	PERS 3 RETIREMENT	7.70
fmlatx	WA Paid Family & Medical Leave	1.20
genpre	SUN LIFE PRE TAX	0.69
	Totals:	**305.21**

Gross Earnings by Fund:	**547.65**	**13.00**
Total Fund Deductions:	**171.41**	
Fund Net:	**376.24**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : 42401
 # Emps : 5

Earnings Code & Description		Amount	Hours
r	REGULAR	977.69	25.65

Earnings Code & Description		Amount	Hours
	Totals:	**977.69**	**25.65**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	72.93
medpre	HEALTH INSURANCE PRE TAX	54.28
401a	401A DEFERRED COMPENSATION	23.81
icm457	ICMA DEFERRED COMP	7.31
fmlatx	WA Paid Family & Medical Leave	5.69
udteam	UNION DUES - TEAMSTERS	4.12
hr125	HEALTH REIMBURSEMENT	2.28
genpre	SUN LIFE PRE TAX	1.52
uw	UNITED WAY	0.67

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	57.03
pers2	PERS 2 RETIREMENT	51.14
medtx	MEDICARE TAX	13.34
pers3	PERS 3 RETIREMENT	6.50
wacare	WA Long-Term Care	5.67
udmp	UNION DUES - 1619 MP	4.05
l&i	L&I - SELF INSURED	1.54
aflaft	AFLAC POST TAX	0.72
	Totals:	**312.60**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	369.17
socsec	SOCIAL SECURITY	57.03
401a	401A DEFERRED COMPENSATION	20.91
pers3	PERS 3 RETIREMENT	12.83
unemp	UNEMPLOYMENT	1.89

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	80.36
l&i	L&I - SELF INSURED	23.47
medtx	MEDICARE TAX	13.34
fmlatx	WA Paid Family & Medical Leave	2.12
genpre	SUN LIFE PRE TAX	1.15
	Totals:	**582.27**

Gross Earnings by Fund:	**977.69**	**25.65**
Total Fund Deductions:	**312.60**	
Fund Net:	**665.09**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : 50301
 # Emps : 16

Earnings Code & Description		Amount	Hours
r	REGULAR	14,839.45	487.00
s	SICK	2,267.34	75.50
v	VACATION	535.33	18.00
phns	PHONE STIPEND	60.00	
h	HOLIDAY	3,424.59	112.00
cu	COMP USED	1,409.60	44.00
tlss	TOOL STIPEND	150.00	
o15r	OVERTIME X 1.5 - ROADS DEPT	48.43	1.00
	Totals:	**22,734.74**	**737.50**

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,703.67
socsec	SOCIAL SECURITY	1,286.75
401a	401A DEFERRED COMPENSATION	304.34
icm457	ICMA DEFERRED COMP	239.68
fmlatx	WA Paid Family & Medical Leave	130.74
dshs	DSHS CHILD SUPPORT	102.00
udmp	UNION DUES - 1619 MP	34.00
uw	UNITED WAY	4.04
garnfe	GARNISHMENT FEE	0.50
pers2	PERS 2 RETIREMENT	1,413.87
fedtx	FEDERAL WITHHOLDING TAX	1,129.33
medtx	MEDICARE TAX	300.96
udteam	UNION DUES - TEAMSTERS	238.54
wacare	WA Long-Term Care	129.86
l&i	L&I - SELF INSURED	35.89
aflpre	AFLAC PRE TAX	4.49
h457	MASSMUTUAL 457	1.11
	Totals:	**7,059.77**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	10,634.80
socsec	SOCIAL SECURITY	1,302.50
401a	401A DEFERRED COMPENSATION	401.43
fmlatx	WA Paid Family & Medical Leave	49.58
perscu	PERS RETIREMENT CATCH UP	0.02
pers2	PERS 2 RETIREMENT	2,146.63
l&i	L&I - SELF INSURED	426.24
medtx	MEDICARE TAX	304.63
unemp	UNEMPLOYMENT	45.03
	Totals:	**15,310.86**

Gross Earnings by Fund:	**22,734.74**	**737.50**
Total Fund Deductions:	**7,059.77**	
Fund Net:	**15,674.97**	

Labor Distribution Totals By Fund
CLALLAM COUNTY
11/16/2023 to 11/30/2023-1 Cycle s

Fund Worked : - Totals -
 # Emps : 68

Earnings Code & Description		Amount	Hours
r	REGULAR	118,964.88	3,700.75
v	VACATION	18,004.93	546.98
o15r	OVERTIME X 1.5 - ROADS DEPT	4,812.02	72.50
well	WELLNESS INCENTIVE	1,930.08	4,362.80
cpr	COMP TIME PAID - PW ROADS	1,255.91	41.75
phns	PHONE STIPEND	640.00	
tlss	TOOL STIPEND	150.00	
h	HOLIDAY	34,211.47	1,068.80
s	SICK	12,169.25	398.02
cu	COMP USED	2,613.61	86.00
fh	FLOATING HOLIDAY	1,443.44	48.00
fl	FUNERAL LEAVE	997.71	24.00
auto	AUTO ALLOWANCE CONTRACTUAL	340.00	
c15r	COMP EARNED X 1.5 ROADS	-237.03	-5.00
	Totals:	**197,296.27**	**10,344.60**

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	13,965.61
socsec	SOCIAL SECURITY	11,527.94
icm457	ICMA DEFERRED COMP	4,075.75
medtx	MEDICARE TAX	2,696.07
fmlatx	WA Paid Family & Medical Leave	1,148.42
h457	MASSMUTUAL 457	573.68
pers3	PERS 3 RETIREMENT	353.69
udmp	UNION DUES - 1619 MP	277.92
dshs	DSHS CHILD SUPPORT	102.00
aflpre	AFLAC PRE TAX	77.42
uw	UNITED WAY	65.00
pers2	PERS 2 RETIREMENT	11,903.58
medpre	HEALTH INSURANCE PRE TAX	11,160.60
401a	401A DEFERRED COMPENSATION	3,327.75
udteam	UNION DUES - TEAMSTERS	1,901.50
wacare	WA Long-Term Care	1,038.43
c13gar	CHAPTER 13 GARNISHMENT	538.00
l&i	L&I - SELF INSURED	311.63
genpre	SUN LIFE PRE TAX	113.44
hr125	HEALTH REIMBURSEMENT	85.00
aflaft	AFLAC POST TAX	74.54
garnfe	GARNISHMENT FEE	1.00
	Totals:	**65,318.97**

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	88,080.00
socsec	SOCIAL SECURITY	11,527.94
401a	401A DEFERRED COMPENSATION	3,606.97
pers3	PERS 3 RETIREMENT	674.13
fmlatx	WA Paid Family & Medical Leave	430.03
genpre	SUN LIFE PRE TAX	86.00
pers2	PERS 2 RETIREMENT	17,836.64
l&i	L&I - SELF INSURED	4,537.17
medtx	MEDICARE TAX	2,696.07
vebahr	HRA VEBA	475.00
unemp	UNEMPLOYMENT	388.63
perscu	PERS RETIREMENT CATCH UP	-0.08
	Totals:	**130,338.50**

Grand Total Gross Earnings:	**197,296.27**	**10,344.60**
Grand Total Deductions:	**65,318.97**	
Grand Total Net:	**131,977.30**	

Fund Worked : - Totals -
Emps : 68

1C

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of December 11 – 15, 2023

DEC 2 6 2023

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, December 11, 2023. Present were Commissioners Ozias, Johnson and French, and Administrator Mielke.

Items of discussion per the agenda published December 7 were:

- Calendar/Correspondence
- Discussion with Department of Transportation regarding Highway 101 Projects
- Resolution authorizing the Board of Equalization to convene
- Resolution reappointing Charles Meyer, Lourene O'Brien, and Alan Barnard to the Sheriff's Citizens Advisory Committee
- Resolution reappointing Annie O'Rourke, Mattias Jarvegren, and Carla Sebastian to the Permit Advisory Board
- Resolution reappointing Gregory McCarry to the Housing Solutions Committee
- Resolution reappointing Nikki Booth, Thomas Butler, and Kenneth Reandeau to the Planning Commission
- Resolution reappointing Sarah Woodard and Sharon Maggard to the Homelessness Task Force
- Resolution reappointing Bill Hermann, Johanna Bartee, and Joseph Murray to the Opportunity Fund Board
- Resolution reappointing Robert Vreeland, Ann Soule, and Lyn Muench to the Marine Resources Committee
- Resolution appointing and reappointing various members to the Solid Waste Advisory Committee
- Resolution reappointing various members to the Trails Advisory Committee
- Contract amendment 15 with Department of Health for WIC Nutrition, Drinking Water Group A Programs, and On-Site Sewage System Local Management Plan Implementation
- Agreement amendment 1 with Olympic Peninsula Humane Society for animal sheltering services
- Agreement with Department of Commerce for STOP Violence Against Women Formula Grant Program
- Agreement with Department of Commerce for STOP Violence Against Women Formula Grant Program
- Agreement with Glisson & Morris, P.S. for supplemental appellate legal services
- Agreement with Harper Ridgeview Funeral Chapel for Coroner services
- Agreement amendment 7 with Terraphase Engineering dba Robinson Noble to extend the contract to finish the scope of work
- Agreement amendment 1 and 2 Public Works for Hotel/Motel Tax Fund agreement extension
- Agreement with DCG Watershed for Bullman Beach Water System
- Agreement with Department of Ecology for Clallam County Marine Resources County Projects
- Regional Small Farms Program update
- Agreement amendment 2 with Salish Behavioral Health to extend the agreement expiration date

Meeting concluded at 11:53 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Vice Chair Johnson called the meeting to order at 10 a.m., Tuesday, December 12, 2023. Also present were Commissioners Ozias and French and Administrator Mielke.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Added: 1c Letter to the District and Municipal Court Judges' Association Council of Independent Courts

ACTION TAKEN: CRJm to adopt the agenda as modified, CMFs, mc

CONSENT AGENDA

1a Approval of vouchers for the week of December 4
1b Approval of minutes for the week of December 4
1c Letter to the District and Municipal Court Judges' Association Council of Independent Courts

ACTION TAKEN: CRJm to adopt the consent agenda as presented, CMFs, mc

REPORTS AND PRESENTATIONS

- CMO Recognized Toni Goralski for over 24 years of service to Clallam County
  - Bruce Emery, Department of Community Development recognized Goralski
  - Goralski thanked the Board, coworkers and community
- CRJ Recognized Ron Cameron for over 38 years of service to Clallam County
  - Sheriff King, Sheriff's Office recognized Cameron
  - Kate Dexter, City of Port Angeles, recognized Cameron
  - Brian Smith, Chief, recognized Cameron
  - Glen Roggenbuck, recognized Cameron

HEARING(S)

H1 An Ordinance amending Clallam County Code, Chapter 5.100 Consolidated Fee Schedule Parks Department Fee Schedule 205-A

- ATM, briefed the Board
- Don Crawford, Parks, Fair and Facilities, provided a staff report
- Anna Plager, Parks Board Member, provided a report
- Board held discussion

ACTION TAKEN: CRJm to open the public hearing, CMFs, mc

- CMO noted no one provided testimony
- The following provided testimony:
  - Ed Telenick, Sequim
  - Peter Craig, Sequim

ACTION TAKEN: CRJm to close the public hearing and adopt, CMFs, mc

REPORTS AND PRESENTATIONS

- CRJ commented on Homelessness
- CMO commented on Washington State Association of Counties update, indigent defense, Salish Behavioral Health Advisory Board, healthcare, housing

CONTRACTS AND AGREEMENTS

2a Agreement with Washington State Parks and Recreation Commission for Boating Safety Grant
ACTION TAKEN: CRJm to approve, CMFs, mc

2b Agreement with Norpoint Protective Services for Courthouse security services
ACTION TAKEN: CRJm to approve, CMFs, mc

2c Agreement amendment E with Anchor QEA, LLC for Dungeness Off-Channel Reservoir Project
ACTION TAKEN: CRJm to approve, CMFs, mc

2d Agreement amendment 2 with Salish Behavioral Health to extend the agreement expiration
ACTION TAKEN: CRJm to approve, CMFs, mc

2e Agreement with Glisson & Morris, P.S. for supplemental appellate legal services
ACTION TAKEN: CRJm to approve, CMFs, mc

ADMINISTRATION

3a Reappointing Katherine Krueger and Alice Ryan to the North Pacific Coast Marine Resources Committee
ACTION TAKEN: CRJm to adopt, CMFs, mc

3b Reappointing Jennifer Pelikan to the North Olympic Library System Board of Trustees
ACTION TAKEN: CRJm to adopt, CMFs, mc

DRAFT

3c Reappointing Karin Ashton to the Clallam Bay / Sekiu Sewer Advisory Committee
ACTION TAKEN: CRJm to adopt, CMFs, mc

3d Reappointing Margaret Owens to the Crescent Community Advisory Council
ACTION TAKEN: CRJm to adopt, CMFs, mc

3e Reappointing Cindy Kelly, ~~Richard Hendricksen~~, and Brandon Janisse to the Boundary Review Board
ACTION TAKEN: CRJm to adopt, CMFs, mc

3f Reappointing Helen Kenoyer to the Board of Health
ACTION TAKEN: CRJm to adopt, CMFs, mc

3g Reappointing Helen Kenoyer to the Behavioral Health Advisory Board
ACTION TAKEN: CRJm to adopt, CMFs, mc

3h Reappointing Jim Haguewood and Gene Unger to the Lake Sutherland Steering Committee
ACTION TAKEN: CRJm to adopt, CMFs, mc

COMMUNITY DEVELOPMENT

4a Approval to extend LDV2018-00035 Pakala LLC 14 lot cluster development
ACTION TAKEN: CRJm to adopt, CMFs, mc

PUBLIC COMMENT

- Karin Cummins, Sequim, commented on Towne Road, noise ordinance
- Ed Bowen, Clallam Bay, commented on North Olympic Library System, Junior Taxing Districts
- Jeff Tozzer, Sequim, commented on Towne Road
- Larry Campbell, Sequim, commented on issues with a personal case (see attached)
- Thomas Ash, Sequim, commented on Towne Road
- Pepai Whipple, Sequim, commented on Towne Road
- Derrick Eberle, Sequim, commented on Towne Road
- Ed Telnick, Sequim, commented on Towne Road
- Bree Eberle, Sequim, commented on Towne Road

Meeting concluded at 12:04 p.m. and continued to an executive session to be held on Tuesday, December 12, 2023 at 1 p.m. regarding real estate.

EXECUTIVE SESSION – 1 p.m.

Pursuant to RCW 42.30.110, an executive session will be held at 1 p.m., Tuesday, December 12, 2023 in the Commissioners Board Room, 223 East 4th Street, Port Angeles, Room 160. No Zoom option will be available.

This executive session is being called to discuss real estate.

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 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 Board convened in open session at 1:02 p.m. to discuss real estate. Present were Commissioners Ozias, French and Johnson, Chief Civil Prosecuting Attorney Boughton, Deputy Director Human Resources/Administrator/Risk Reyes, Administrator Mielke, Chief Financial Officer Lane, Sheriff's Office Bundy, King and Waknitz, Real Estate Capps and Brook Nelson Real Estate Agent.
ACTION TAKEN: CRJm to recess to executive session for 30 minutes, CMFs, mc

The Board recessed into executive session at 1:04 p.m.

The Board convened in open session at 1:35 p.m. and extended for 15 minutes

The Board convened in open session at 1:47 p.m.
ACTION TAKEN: CRJm to approve the Sheriff Department to negotiate and sign real estate documents, CMFs, mc

Meeting concluded at 1:50 p.m. and continued to 9 a.m., Tuesday, December 26, 2023.

The Board of Commissioners attended WSAC Virtual Update, Coffee with Colleen, and KSQM Radio Show during the week of December 4.

PASSED AND ADOPTED this 12th day of December 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

Mike French

ATTEST:

Loni Gores, MMC, Clerk of the Board

KEY TO ABBREVIATIONS:

ATM	Administrator Todd Mielke	m	moved
CMO	Commissioner Mark Ozias	mc	motion carried
CRJ	Commissioner Randy Johnson	s	seconded
CMF	Commissioner Mike French		

DRAFT

FROM LARRY M. CAMPBELL
215 GULLS LANE SEQUIM WA 98382

Larry Campbell Public comment

NEED to KNOW Basis ((EXPIRED STILL GOOD! NOTE 12/12/23 NOTE LARRY M. CAMPBELL'S LICENSES still good in a FRAMING MUTANY CASE TIME CASE))

(NOT BARRED → TO WHOM IT MAY CONCERN!!! I LARRY M. CAMPBELL Civilian CORE OFFICER → not military PROPERTY PERSON but VERY MUCH military, NOT native AMERICAN FOR LEGAL REASONS → ((BARRING ISSUES EXETRA)) → WHY KNIGHTED UNBARRED OFFICER = LARRY M. CAMPBELL → ME!

SIR → LARRY M. CAMPBELL CLASS 3 Dual LICENSE ENGINE Room & BRidge; STCW INTERNational watchKEEPING NO Standards → INTERNational LICENSE, BRITISH National Disabilities Royalty! STILL ENVOLVED IN a FRAMING MUTANY CASE → Coastguard CHALLENGE NAVAL CHALLENGE CODE OF JUSTICE CASE, QUEENS = KINGS CHALLENGE CASE with QUEENS = KINGS BUSINESS ENVOLVED IN QUEENS = KINGS CHALLENGE → CODE OF JUSTICE CHALLENGE INTERNational FILED in JACKSON USEG → Building SEATTLE WA JULY 2015 & IN Canadian waters ON BOARD M.V. COHO FERRY IN Canadian waters ON 05-06-2016 Pat Captain THEN PURSER ON 05-06

DEPORTED → LARRY M. CAMPBELL sailing ON QUEENS BUSINESS made QUEENS = KINGS CHALLENGE CONTINUED 12-2023 → still!!! with Pat THEN COHO PURSER & M.V. COHO ENVOLVED IN CODE OF JUSTICE CHALLENGE INTERNationally TO BE CONTINUED CASE CONTINUED INTO 2023 NOW → 2024 & BEYOND MAKING GREAT HEADWAY still ORDERING CASE FORWARD CLASS 3 STCW NAVAL OFFICER Larry M. Campbell CONTINUED into 2024 & BEYOND 12-08-2023 11:30 P.M. P.D.T.

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AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date: December 11, 2023**

REGULAR AGENDA ☒ **Meeting Date: December 26, 2023**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 11301-22-CONCON, Amendment#15

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Attached is Consolidated Contract Amendment #15 between the Department of Health and Clallam County Health and Human Services. As proposed, the amendment will amend the statement of work/adding $10,674 to the following programs:

- WIC Nutrition
- Drinking Water Group A Program
- On-Site Sewage System/Local Management Plan Implementation

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?** ☐ Already in the 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 6, 2023

CLALLAM COUNTY HEALTH & HUMAN SERVICES
2022-2024 CONSOLIDATED CONTRACT

CONTRACT NUMBER: CLH31005 **AMENDMENT NUMBER: 15**

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and CLALLAM COUNTY HEALTH & HUMAN SERVICES, a Local Health Jurisdiction, hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL: https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitepages/home.aspx?=e1:9a94688da2d94d3ea80ac7fbc32e4d7c

   ☐ Adds Statements of Work for the following programs:

   ☒ Amends Statements of Work for the following programs:

   NEP PIC NTA 0153 Enhanced Phase 2 - Effective January 1, 2022
   Office of Drinking Water Group A Program - Effective January 1, 2022
   Office of Immunization COVID-19 Vaccine - Effective January 1, 2022
   OSS LMP Implementation - Effective July 1, 2023
   WIC Nutrition Program - Effective January 1, 2022

   ☐ Deletes Statements of Work for the following programs:

2. Exhibit B-15 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-14 Allocations as follows:

   ☒ Increase of **$10,674** for a revised maximum consideration of **$6,836,374**.

   ☐ Decrease of _____ for a revised maximum consideration of _____.

   ☐ No change in the maximum consideration of _____.
   Exhibit B Allocations are attached only for informational purposes.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

CLALLAM COUNTY HEALTH & HUMAN SERVICES	STATE OF WASHINGTON DEPARTMENT OF HEALTH
Signature:	Signature:
Date:	Date:

APPROVED AS TO FORM ONLY
Assistant Attorney General

Clallam County Health & Human Services

EXHIBIT B-15
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: CLH31005
Date: October 1, 2023

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%
Indirect Rate January 1, 2023 through December 31, 2023: 34.53%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period Start Date	Statement of Work LHJ Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
FFY24 USDA WIC Client Svs Contracts	**NGA Not Received**	**Amd 15**	**10.557**	**333.10.55**	**10/01/23**	**09/30/24**	**10/01/23**	**09/30/24**	**$1,438**	**$62,739**	**$479,152**
FFY24 USDA WIC Client Svs Contracts	NGA Not Received	Amd 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	$3,000		
FFY24 USDA WIC Client Svs Contracts	NGA Not Received	Amd 13, 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	$2,588		
FFY24 USDA WIC Client Svs Contracts	NGA Not Received	Amd 10, 14	10.557	333.10.55	10/01/23	09/30/24	10/01/23	09/30/24	$55,713		
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 13	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	$5,175	$232,638	
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 10	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	$167,138		
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	$60,325		
FFY22 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	$183,775	$183,775	
FFY23 USDA WIC Prog Mgmt CSS	7WA700WA7	Amd 10	10.557	333.10.55	01/01/23	09/30/23	10/01/22	09/30/23	$2,800	$2,800	$2,800
FFY23 USDA FMNP Prog Mgmt	7WA810WA7	Amd 14	10.572	333.10.57	06/01/23	09/30/23	10/01/22	09/30/23	$598	$598	$1,170
FFY22 USDA FMNP Prog Mgmt	7WA810WA7	Amd 4	10.572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	$572	$572	
PS SSI 1-5 OSS Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/22	05/31/22	07/01/17	06/30/23	$36,970	$36,970	$36,970
PS SSI 1-5 PIC Task 4	**01J18001**	**Amd 15**	**66.123**	**333.66.12**	**01/01/22**	**11/30/23**	**07/01/17**	**11/30/23**	**($20,000)**	**$247,677**	**$247,677**
PS SSI 1-5 PIC Task 4	01J18001	Amd 9	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	($44,131)		
PS SSI 1-5 PIC Task 4	01J18001	Amd 2, 7	66.123	333.66.12	01/01/22	11/30/23	07/01/17	11/30/23	$311,808		
FFY23 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 11	66.472	333.66.47	03/01/23	10/31/23	03/01/23	10/31/23	$6,500	$6,500	$13,000
FFY22 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	$6,500	$6,500	
FFY23 PHEP BP5 LHJ Funding	NU90TP922043	Amd 14	93.069	333.93.06	07/01/23	06/30/24	07/01/23	06/30/24	$59,979	$59,979	$174,640
FFY22 PHEP BP4 LHJ Funding	NU90TP922043	Amd 7	93.069	333.93.06	07/01/22	06/30/23	07/01/22	06/30/23	$58,979	$58,979	
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 4	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	$32,090	$55,682	
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	$23,592		
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 10	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	$155,332	$249,749	$393,691
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 9	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	$7,417		
FFY22 Overdose Data to Action Prev	NU17CE925007	Amd 7	93.136	333.93.13	09/01/22	08/31/23	09/01/22	08/31/23	$87,000		
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 4	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	$34,252	$143,942	
FFY21 Overdose Data to Action Prev	NU17CE925007	Amd 2	93.136	333.93.13	01/01/22	08/31/22	09/01/21	08/31/22	$109,690		
COVID19 Vaccines	NH23IP922619	Amd 12	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	($35,254)	$187,476	$187,476
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	$222,730		
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	$359,803	$359,803	$359,803
FFY24 CDC VFC Ops	NH23IP922619	Amd 14	93.268	333.93.26	07/01/23	06/30/24	07/01/23	06/30/24	$560	$6,160	$6,160
FFY24 CDC VFC Ops	NH23IP922619	Amd 13	93.268	333.93.26	07/01/23	06/30/24	07/01/23	06/30/24	$5,600		
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	$9,372	$9,372	$9,372

Clallam County Health & Human Services

EXHIBIT B-15
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: CLH31005
Date: October 1, 2023

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%
Indirect Rate January 1, 2023 through December 31, 2023: 34.53%

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FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	$68,654	$68,654	$68,654
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	$40,704	$122,111	$122,111
FFY20 ELC EDE Care Coordination	NU50CK000515	Amd 2, 7	93.323	333.93.32	01/16/22	09/30/22	01/15/21	07/31/23	$81,407		
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 4, 9, 11	93.323	333.93.32	01/01/22	12/31/23	01/15/21	07/31/24	($54,305)	$436,445	$436,445
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 2, 9, 11	93.323	333.93.32	01/01/22	12/31/23	01/15/21	07/31/24	$490,750		
FFY23 Vector-borne T2&3 Epi ELC FPH	NGA Not Received	Amd 12	93.323	333.93.32	08/01/23	09/30/23	08/01/23	09/30/23	$1,200	$1,200	$6,000
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 12	93.323	333.93.32	08/01/22	07/31/23	08/01/22	07/31/23	$1,800	$3,300	
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5, 12	93.323	333.93.32	08/01/22	07/31/23	08/01/22	07/31/23	$1,500		
FFY21 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333.93.32	06/01/22	07/31/22	08/01/21	07/31/22	$1,500	$1,500	
FFY24 HRSA MCHBG LHJ Contracts	NGA Not Received	Amd 14	93.994	333.93.99	10/01/23	09/30/24	10/01/23	09/30/24	$66,916	$66,916	$133,832
FFY23 HRSA MCHBG LHJ Contracts	B04MC47453	Amd 7	93.994	333.93.99	10/01/22	09/30/23	10/01/22	09/30/23	$66,916	$66,916	
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	$6,077	$56,264	$56,264
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	$50,187		
State Drug User Health Program		Amd 12	N/A	334.04.91	07/01/23	12/31/23	07/01/23	12/31/23	$7,500	$7,500	$7,500
Rec Shellfish/Biotoxin		Amd 13	N/A	334.04.93	07/01/23	12/31/24	07/01/23	06/30/25	$10,000	$10,000	$23,850
Rec Shellfish/Biotoxin		Amd 11	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	$3,350	$13,850	
Rec Shellfish/Biotoxin		Amd 7	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	$3,000		
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	$7,500		
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	07/01/24	12/31/24	07/01/23	06/30/25	$33,333	$33,333	$102,951
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	07/01/23	06/30/24	07/01/23	06/30/25	$33,333	$33,333	
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	$15,000	$15,000	
Small Onsite Management (ALEA)		Amd 13	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	$2,500	$21,285	
Small Onsite Management (ALEA)		Amd 12	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	($3,715)		
Small Onsite Management (ALEA)		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	$22,500		
Small Onsite Management (GFS)		**Amd 15**	**N/A**	**334.04.93**	**07/01/24**	**12/31/24**	**07/01/23**	**07/01/25**	**($8,334)**	**$0**	**$0**
Small Onsite Management (GFS)		Amd 13	N/A	334.04.93	07/01/24	12/31/24	07/01/23	07/01/25	$8,334		
SFY25 Wastewater Management-GFS		**Amd 15**	**N/A**	**334.04.93**	**07/01/24**	**12/31/24**	**07/01/23**	**07/01/25**	**$31,970**	**$31,970**	**$61,970**
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	$30,000	$30,000	
FPHS-LHJ-Proviso (YR2)		Amd 6	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	$1,243,000	$1,243,000	$1,782,486
FPHS-LHJ-Proviso (YR2)		Amd 7	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	($690,000)	$0	
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	$690,000		
FPHS-LHJ-Proviso (YR1)		Amd 9	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	($150,514)	$539,486	
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	$690,000		

Clallam County Health & Human Services

EXHIBIT B-15
ALLOCATIONS
Contract Term: 2022-2024

Contract Number: **CLH31005**
Date: **October 1, 2023**

Indirect Rate January 1, 2022 through December 31, 2022: 28.94%
Indirect Rate January 1, 2023 through December 31, 2023: 34.53%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period Start Date	Statement of Work LHJ Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period SubTotal	Chart of Accounts Total
FPHS-Local Health Jurisdiction		Amd 14	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/25	$857,000	$2,100,000	$2,100,000
FPHS-Local Health Jurisdiction		Amd 13	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/25	$1,243,000		
YR 25 SRF - Local Asst (15%) SS		**Amd 15**	**N/A**	**346.26.64**	**01/01/24**	**12/31/24**	**07/01/23**	**06/30/25**	**$2,800**	**$2,800**	**$10,200**
YR 25 SRF - Local Asst (15%) SS		Amd 14	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	$600	$3,600	
YR 25 SRF - Local Asst (15%) SS		Amd 11	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	$3,000		
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 7	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	($1,600)	$3,800	
YR24 SRF - Local Asst (15%) (FO-SW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	$5,400		
Sanitary Survey Fees SS-State		**Amd 15**	**N/A**	**346.26.65**	**01/01/22**	**12/31/24**	**07/01/21**	**12/31/24**	**$2,800**	**$10,200**	**$10,200**
Sanitary Survey Fees SS-State		Amd 14, **15**	N/A	346.26.65	01/01/22	**12/31/24**	07/01/21	12/31/24	$600		
Sanitary Survey Fees SS-State		Amd 11, **15**	N/A	346.26.65	01/01/22	**12/31/24**	07/01/21	12/31/24	$3,000		
Sanitary Survey Fees SS-State		Amd 7, 11, **15**	N/A	346.26.65	01/01/22	**12/31/24**	07/01/21	12/31/24	($1,600)		
Sanitary Survey Fees SS-State		Amd 1, 11, **15**	N/A	346.26.65	01/01/22	**12/31/24**	07/01/21	12/31/24	$5,400		
YR 25 SRF - Local Asst (15%) TA		Amd 11	N/A	346.26.66	01/01/23	12/31/23	01/01/23	12/31/23	$1,000	$1,000	$2,000
YR24 SRF - Local Asst (15%) (FO-SW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	$1,000	$1,000	
TOTAL									**$6,836,374**	**$6,836,374**	

Total consideration:	**$6,825,700**		
	$10,674		
GRAND TOTAL	**$6,836,374**	**GRAND TOTAL**	**$6,836,374**
		Total Fed	**$2,735,217**
		Total State	**$4,101,157**

*Catalog of Federal Domestic Assistance
**Federal revenue codes begin with "333". State revenue codes begin with "334".

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: NEP PIC NTA 0153 Enhanced Phase 2 - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 4

Period of Performance: January 1, 2022 through November 30, 2023

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose of this statement of work (SOW) is toprotect and recover (upgrade) harvestable shellfish beds within Dungeness Bay. Tasks include: monitor water quality, and identify and correct sources of pollution (e.g., onsite sewage systems, agriculture, pet waste) in Upper Matriotti Creek and Bell Creek, as well as previous PIC focus areas. This work also supports an OSS cost-share program as a subaward to Clallam Conservation District.

Note: The total funding allocation is the estimated unspent funding from the 2018-2021 contract and may be adjusted if necessary in a future contract amendment.

Revision Purpose: The purpose of this revision is to move funds between tasks and return anticipated unspent funds.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Decrease (–)	Total Allocation
PS SSI 1-5 PIC TASK 4	261K1208	66.123	333.66.12	01/01/22	11/30/23	267,677	-20,000	247,677
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**267,677**	**-20,000**	**247,677**

GOALS & MEASURABLE OBJECTIVES
This simply summarizes key deliverables and measures called out in the tasks below. This table is a component of the FEATS report.

Description (e.g., "shellfish beds reopened")	Units (e.g., "acres")	Targets ("number")
Number of upgraded acres from Conditionally Approved to Approved in Dungeness Bay	Acres	90
Number of landowners in PIC target area educated about purpose of PIC projects to improve water quality	Landowners	100
Number of priority pollution sources identified in PIC focus area(s)	On-site septic systems (OSS), agriculture, pet waste	5
Number of OSS failures identified	OSS failures	10
Number of OSS failures corrected	OSS corrected	10
Number of OSS cost share projects completed	OSS Corrected	5

Number of hotspots identified	Hotspots found	5
Number of hotpots corrected	Hotspots fixed	5
Number of enforcement actions	Enforcement	5

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 1. PROJECT DEVELOPMENT This task must be completed before initiating any other work under this subaward. Work completed prior to the completion of Task 0 will be ineligible for reimbursement under this subaward.				
1.0	**PROJECT SPATIAL DATA COORDINATES** Provide relevant spatial data for the project in the following format: (latitude, longitude). Please use a representative sample site in the project area as applicable or the coordinates of a subrecipient's office may also be used when a specific project site is not available. **PROJECT LOCATION:** **18a. Latitude** | **18b. Longitude**	Project Spatial Data and Climate Assessment	By first Quarterly Report	Reimbursement up to **$1,936** based on actual costs.
1.2	**QUALITY ASSURANCE PROJECT PLAN (QAPP) DEVELOPMENT** **Work related to collecting or using environmental data may not begin until a Quality Assurance Project Plan (QAPP) is completed and approved.** DOH and Ecology's NEP Quality Coordinator (NEP QC) will determine if a QAPP is required for this project. DOH will notify subrecipient in writing if a QAPP is required or is not required. If a QAPP is required, subrecipients will work with DOH and NEP QC to develop and submit a QAPP for approval. The QAPP development and approval process is a multi-step process. See EPA Federal Terms and Conditions, Programmatic Condition **M. Quality Assurance Requirements (2 CFR 1500.11)** in this agreement for directions. For more information, review the Washington State Department of Ecology's NEP Quality Assurance web page: https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees.	QAPP (if required) a. QAPP addendum submitted for review and approval b. QAPP approved with fully executed signature page	a. 30 days after contract start date. b. Before collecting or analyzing environmental data.	
1.3	**EVALUATION PLAN AND REPORTING FORM (DOH TEMPLATE):** Before beginning work, subrecipient will complete the Evaluation Plan (a short one-page planning document) describing the program's plans for evaluation, including data collection methods. Then, following project completion, they will complete the Evaluation Reporting Form (a short one-page document used to discuss the outcome results and what the results say about the impact and success of the program activities).	a. Evaluation Plan b. Evaluation Reporting (this deliverable is being fulfilled in Task 3b)	a. Draft due within 60 days of agreement start date. b. See Task 3	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 2. PROJECT MANAGEMENT AND REPORTING This task describes the data collection and reporting requirements associated with this subaward. Maintenance of project records, submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting and inter-local agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project and submittal of required performance items. Carry out project in accordance with any completion dates outlined in the agreement. Refer to and comply with all underlying federal terms and conditions.				
2.1	**PROJECT FACTSHEET** Create a project factsheet (using provided template) and submit in MS Word and PDF with first quarterly report. An updated factsheet is due at the end of the contract.	Project Fact Sheet	Due with first Quarterly Report	Reimbursement up to **$15,660** based on actual costs.
2.2	**MONTHLY INVOICING AND PROGRESS SUMMARY** The subrecipient will submit invoices with all applicable forms included following the DOH ConCon billing process. Invoices must be submitted monthly after work is completed. Invoices will be reviewed for consistency with progress. The subrecipient will email monthly invoices to NEPInvoices@doh.wa.gov and deliverables to the DOH Contract Manager. The reporting periods are synced to inform the grant program's EPA reporting schedule; therefore, it is critical that the subrecipient submit according to the following schedule. Progress reports shall include, at a minimum: • A description of the work completed in the last month, including total spending by the subrecipient any partners and any completed deliverables. • The status and completion date for the project activities and near-term deliverables. • Description of any problem or circumstances affecting the completion date, scope of work, or costs. • Evidence that you have satisfactorily completed all the reporting requirements (see below).	Invoices and Project Summaries	Monthly (FEATS will serve as quarterly project summary for Quarter 1 and Quarter 3, annually. See FEATS schedule in Task 2.3)	
2.3	**FEATS (TEMPLATE WILL BE PROVIDED)** Complete bi-annual *Financial and Ecosystem Accounting Tracking System* (FEATS) progress reports, as well as a final FEATS report. The final FEATS report, reflecting the final project billing, will be provided during project closeout, after the end of the grant, and will describe the entire project, highlighting project outcomes and discussing lessons learned. See also EPA Terms and Conditions, Programmatic Conditions *A. Semi-Annual Performance Reports and B. Final Report* in this agreement.	Semi-annual FEATS reports	April 1 and October 1, annually and upon contract completion.	
2.4	**PUGET SOUND PARTNERSHIP REQUIRED NTA REPORTING** NTA owners are required to report to the Puget Sound Partnership (PSP) on the implementation status of their actions on a semiannual basis and the financial status of their actions on an annual basis. Consult with PSP for specific deadlines.	a. Implementation Status	a. Annual, spring and fall and upon contract end.	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		b. Financial Status	b. Annual, summer and upon contract end.	
2.5	**WATER QUALITY EXCHANGE (WQX) DATA REPORTING** WQX refers to an electronic database for water quality monitoring data developed by EPA. If subrecipients collect any physical, chemical or environmental data (e.g. dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or Enterococci, and other biological and habitat data) WQX reporting will be required. Data can be submitted quarterly or annually for an entire calendar year (Jan. 1 – Dec. 31). To assist in tracking in WQX, name your project as follows: *NEP_2019_(insert organization name)*; the unique project ID needs to be 35 characters or less. Include the WQX ID in the quarterly progress reports. **Error! Hyperlink reference not valid.** is an entry verification sample for reference.	Proof of WQX data entry	Quarterly per Task 2.2-2.3 schedule Final WQX entry completed upon contract completion	
2.6	**WOMEN/MINORITY-OWNED BUSINESS (MBE/WBE) REPORTS** Subrecipients are required to submit MBE/WBE utilization reports annually. Reports will be in the following format and will include all qualifying purchases. Reporting periods are from October 1 to September 30 annually. Reports are due to DOH 15 calendar days after the end of each reporting period.	MBE/WBE Reporting (See EPA Terms and Conditions: Administrative Condition B in this document for reporting form)	October 15, annually and upon contract completion	
2.7	**BROADER COMMUNICATIONS (PRESENT AT REGIONAL CONFERENCE AND SUBMIT PROJECT PHOTOS)** Participate in and present project outcomes at a regional event relevant to the project topic (conference, forum, stakeholder workshop, etc.). Work with DOH to determine targeted audience and ensure purpose of communication is clear. Submit draft materials to DOH for review prior to event. In addition, submit high-quality project photos or video clips of the project (process, progress, etc.). Ensure anyone in the photo or video has signed a release in case photos or videos are used for future publications. NOTE: INTERNATIONAL TRAVEL REQUIRES PRE-APPROVAL.	a. Present at regional conference, for example PIC or WSEHA **Submit draft presentation materials to DOH for review** b. Submit photos	a. Minimum two-week review b. By contract end date	
2.8	**FINAL PROJECT REPORT (DOH TEMPLATE)** A brief final report (approximately 1-2 pages) will be written by the project owners that describes the methods, results, lessons learned and recommendations for future work. The final report will evaluate the success of achieving the performance measures identified in the detailed project plan. Included with the final project report will be an updated Project Factsheet (see 2.1).	a. Draft Final Report Final Report	a. Draft due 30 days prior to contract end date; Final due upon contract completion	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		b. Updated Fact Sheet (see Task 2.1)	b. Contract end date	
TASK 3. POLLUTION IDENTIFICATION AND CORRECTION (PIC) Failing onsite septic systems (OSS) will be identified and repaired; working OSS will be monitored and maintained by providing education, technical and financial assistance, and enforcing routine inspection requirements. Agricultural (AG) problems contributing to fecal pollution will be identified and remediated. Best management practices (BMPs) and education for animal and pet waste will be implemented. Protocols for investigative actions within the PIC area including definition of a hotspot, dye testing, site inspections, and OSS enforcement can be found in the 2014 document "Pollution Identification and Correction for the Sequim Bay-Dungeness Watershed Clean Water District".				
3.1	**PIC PROGRAM COORDINATION** PIC advisory group meetings with project partners will be held quarterly or as needed to advance collaborative work in the PIC project area. Partners will report on their work according to a format developed by the group. The advisory group will select the next PIC focus area (Phase 2). Group will provide oversight, guidance and structure for consistent procedures for the PIC program. PIC sub-meetings specific to PIC outside of Clean Water Work Group (CWWG) as needed throughout project. Coordinate with landowners within the project area. Hold one (1) to two (2) open house public meetings in the Project Area to inform landowners of project Determine segmented sampling locations in PIC Project Area. Review history of landowner cooperation and access points in conjunction with locations of OSS and AG to determine best sampling locations.	Describe progress in quarterly and FEATS reports. a. Documentation of PIC focus area (Phase 2) selected by PIC Partners and CWWG b. Meeting frequency – CWWG Quarterly Meetings (submit notes and attendance) for all CWWG meetings conducted under this contract c. Meeting notes and attendance for any meetings conducted under this contract d. Open House meeting agenda, attendance, and handouts provided for all Open House's conducted under this contract. e. Submit map with segmented sampling sites	Per Task 2 reporting schedule a. Project area map December 1, 2020 b. Quarterly per Task 2.2-2.3 schedule as applicable c. Quarterly per Task 2.2-2.3 schedule as applicable d. Quarterly per Task 2.2-2.3 schedule as applicable e. Segmented sampling sites map December 1, 2020	Reimbursement up to **$71,602** based on actual costs.

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3.2	**POLLUTION IDENTIFICATION AND CORRECTION** This includes conducting sanitary surveys and sampling shoreline tributaries to identify sources of fecal coliform bacteria and/or E. coli bacteria. Once a source is identified, the SUBRECIPIENT will work to eliminate or mitigate the source. All pollution identification data paid for by the grant will be shared with state or federal agencies upon request. Within the PIC project area Clallam County will conduct pollution source follow-up, technical assistance, and enforcement with regulatory backstopping by Clallam County Department of Community Development, USDA, and WDFW as needed, depending on facility type.	a. Investigation Flowchart* (submit updated charts as needed and with new funds) b. Collect approximately 425 water samples c. Report the number of sites requiring resampling d. Conduct approximately 5 sanitary surveys e. Report number of failing septic systems identified f. Report number of failing septic systems corrected	a. With Draft QAPP or before sampling begins b. 10% by December 31, 2020 30% by February 28, 2022 60% by April 30, 2022 c. Quarterly per Task 2.2-2.3 schedule as applicable d. By contract end date e-f. FEATS (Task 2) in the format: • number, • type, • location, and • status of pollution sources identified	
3.3	**OUTREACH AND EDUCATION** The Subrecipient will develop a long-term education and outreach plan and implementation methodology in the Dungeness Watershed/Focus Area. This plan may incorporate Evaluation Plan and Report Form from Task 1.3. The Subrecipient will develop educational and marketing tools based on the Plan. The Subrecipient will conduct presentations to local groups and organizations, and attend fairs or events. The Subrecipient will then develop an evaluation report that assesses the success of the education and outreach effort (may incorporate Report from Task 1.3). **Submit draft materials to DOH for minimum two-week review prior to distributing.**	a. Plan and implementation methodology b. Develop educational and marketing tools. These include brochures, postcards, direct mailings, and social media campaigns.	a. June 30, 2021 b. ~~June 30, 2021~~ *November 30, 2023* c. Per Task 2 schedule	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Recognition of EPA Funding Per EPA Programmatic Term and Condition #5 in this award, reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement: **"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."**	c. Report on presentations to local groups and organizations, and attend fairs or events d. Evaluation report (include additional or amended education and marketing tools).	d. ~~September 30, 2023~~ *November 30, 2023*	
3.4	**STRATEGIC PLANNING/SUSTAINABLE FUNDING EFFORTS (specific efforts and related costs may vary)** Efforts will be made to investigate sources of sustainable funding for the Clallam County's PIC program to reduce bacterial contamination in the shellfish growing areas of Clallam County. Clallam County will develop a brief plan outline and projected yearly budget, which addresses the key elements in the Pollution Identification and Correction (PIC) Program Guidance developed by Kitsap Public Health District in partnership with the Departments of Health and Ecology, dated February 2016. The documents created are meant to begin the initial process of Clallam County's goal of establishing sustainable PIC funding.	a. Develop a 1–2-page (minimum) outline following Kitsap County's PIC program guidance document b. Projected yearly PIC budget	a. ~~September 30, 2023~~ *November 30, 2023* b. ~~September 30, 2023~~ *November 30, 2023*	
3.5	**PIC TRAINING AND WORKSHOPS** Attend relevant PIC trainings/workshops. Trainings must be pre-approved by DOH. Examples: Annual SPARKS conference, WSHEA, Salish Sea Conference.	Attend PIC relevant trainings/workshops.	~~September 30, 2023~~ *November 30, 2023*	

TASK 4. CLALLAM CONSERVATION DISTRICT ONSITE SEPTIC COST-SHARE PROGRAM IMPLEMENTATION
Clallam Conservation District (CCD) will manage funds and cost-share projects for onsite septic system (OSS) repairs. Clallam County Environmental Health will be responsible for oversight of the funds for the project and all sub-subrecipients as outlined in the *Guidelines*.
DOH will periodically assess progress of expenditures and may withdraw funds if they are not being spent in a timely manner.

The CCD OSS Cost-Share program will provide the following services:

- Conduct outreach to landowners and stakeholders regarding OSS cost-share program
- Assist applicants with application process
- Review and approve/disapprove applications
- Complete cost-share process through installation and County approval.
- Conduct administrative tasks for grant reporting, coordination, and cost share reimbursement.
- Maintain project records and submit grant reporting information.
- Collect and report necessary information for payment vouchers.
- Provide administrative assistance to participants to meet reporting requirements for cost share reimbursement.

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
• Submit progress reports and cost share reimbursements with the number, type, cost and location, as well as before and after photos of each OSS project completed and in progress and the total amount spent for each reporting period and a running total. • **SECTION 106** Before any ground disturbing work has started the Subrecipient will work with DOH to conduct cultural resource review for funded repairs in a timely manner. The Subrecipient will submit an EZ1 Form and will maintain an up-to-date Inadvertent Discovery Plan (IDP). (The IDP is also submitted as a deliverable.) The Subrecipient shall comply with the additional requirements under Section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800). Subrecipient shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. Activities associated with archaeological and historic resources are an eligible reimbursable cost subject to approval by DOH. Subrecipient shall: a) Contact DOH NEP Program to discuss any Cultural Resources requirements for the project: • For capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources. • For projects with any federal involvement, if required, comply with the National Historic Preservation Act. • Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site. b) Submit an Inadvertent Discovery Plan (IDP) to DOH prior to implementing any project that involves ground disturbing activities. DOH will provide the IDP form. DOH shall: • Keep the IDP at the project site. • Make the IDP readily available to anyone working at the project site. • Discuss the IDP with staff and contractors working at the project site. • Implement the IDP when cultural resources or human remains are found at the project site. c) If any archeological or historic resources are found while conducting work under this Agreement: • Immediately stop work and notify the DOH NEP Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government. d) If any human remains are found while conducting work under this Agreement: • Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the DOH NEP Program. e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.			
4.1	**OSS Cost-Share Program:** a. Upon receiving a referral from Clallam County Environmental Health, Clallam Conservation District (CCD) will vet and assist applicants and submit a list of proposed OSS Cost-Share projects for DOH review. DOH will review the projects and locations for eligibility. b. CCD will administer funds for up to 75% of the system repair or replacement and 100% of the design costs of approved cost-share OSS system replacements. c. Report on **the number, type and location** of OSS systems installed and/or in progress and the total spent for each reporting period and the total to date spent. Submit before and after photos of each installation. The final report will provide a summary of completed OSS Cost-Share projects.	a. Submit CCEH referral and proposed OSS Cost-Share project to DOH prior to CCD Board approval. b. Documentation, including photos, for ~~10~~ *5* cost-share projects c. Describe progress in quarterly and FEATS reports.	a. Ongoing b. November 30, 2023 c. Per Task 1 schedule	Reimbursement up to **$149,193** based on actual costs.

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
TASK 5. INDIRECT COSTS Indirect costs calculated at 33.81% of salaries.				
5.1	Indirect costs calculated at 33.81% of salaries.	Invoiced on a continuing basis.	Ongoing	Reimbursement up to **$9,286** based on actual costs.

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

BUDGET	
Category	**Amount**
Personnel/Salaries	~~$32,868~~ *$45,850*
Fringe Benefits	~~$11,935~~ *$21,218*
Travel	$0
Equipment (federal definition – anything over $5,000)	$0
Supplies	$200
Contracts Lincoln Street Shipping: shipping nutrient samples at ~~$420~~ *$550* UW Marine Lab: nutrient analysis at $4,550	~~$4,970~~ *$5,100*
Other • CCEH Water Lab: $11,700 for 390 samples • Clallam Conservation District subaward for OSS Cost-Share program: ~~$189,193~~ *$149,193* • Room Rental (Sequim Prairie Grange, Spring-Summer 2023 or other approved travel): ~~$125~~ *$175*	~~$208,418~~ *$166,023*

• Training $500 • Education and Outreach ~~$6,900~~ *$4,455*	
Total Direct Charges	~~$258,391~~ *$238,391*
Indirect Charges (federally approved rate 28.94%	~~$9,295~~ *$9,286*
TOTAL – Not to Exceed	~~$267,677~~ *$247,677*

Special Requirements:
Federal Funding Accountability and Transparency Act (FFATA)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Manual, Handbook, Policy References:
Clallam County On-Site Septic System Management Plan, June 12, 2007
Pollution Identification and Correction for the Sequim Bay-Dungeness Watershed Clean Water District, December 2014

Staffing Requirements:
This project will utilize existing staff including the Environmental Health Water Quality Specialist, onsite grant Environmental Health Specialist, Database Administrator, and Health and Human Services Accounting Office working on the PIC Program.

Special References:
WAC 246-272A, RCW 70.118A, Puget Sound Action Agenda, Interim PIC Program Protocols

Federal funds from the Environmental Protection Agency (EPA) National Estuary Program (NEP) Account must be used to implement elements and activities of the local on-site sewage management plans that do not conflict with and are consistent with the goals, strategies, objectives, and actions of the Puget Sound Action Agenda.

Monitoring Visits:
The DOH program contact may conduct at least one monitoring visit during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subawardee. The DOH Fiscal Monitoring Unit may at least one fiscal monitoring visit during the life of this project.

Special Instructions:
Progress reports are due to DOH via email to jill.stewart@doh.wa.gov on April 1st, and October1st of every year, and upon project completion. Minority and Women-Owned business Reporting is due to megan.schell@doh.wa.gov on the following dates: October 15 annually, and upon project completion.

All environmental data must be entered by the LHJ into EPA's Water Quality Exchange data system (WQX) at https://www.epa.gov/waterdata/water-quality-data-wqx. The semi-annual report format and data reporting requirements will be provided by DOH and may be modified throughout the contract period via email announcement.

Program Specific Requirements/Narrative
The following provisions are the pass-thru requirements of all U.S. EPA - DOH subawards funded under cooperative agreement PC01J18001.

Administrative Conditions

1. **General Terms and Conditions**
   The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this statement of work and any previously awarded funds not yet disbursed by the subrecipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the subrecipient prior to the award date of this amendment.

   The subrecipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/sites/production/files/2019-09/documents/fy_2020_epa_general_terms_and_conditions_effective_october_1_2019.pdf

   These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

   The EPA repository for the general terms and conditions by year can be found at http://www.epa.gov/grants/grant-terms-and-conditions.

2. **Extension of Project/Budget Period Expiration Date**
   EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the subrecipient must submit a written request to the DOH Contract Manager prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the subrecipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

3. **Disadvantaged Business Enterprise (DBEs)**

   UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

   GENERAL COMPLIANCE, 40 CFR, Part 33
   The subrecipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

   EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B
   A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

   SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C
   Pursuant to 40 CFR, Section 33.301, the subrecipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that subrecipients, loan recipients, and prime contractors also comply.

   Records documenting compliance with the six good faith efforts shall be retained:

   (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

   (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

   (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302
The subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)
Subrecipients of a Continuing Environmental Program Grant or other annual reporting grant agree to create and maintain a bidders list. Subrecipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D
A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, subrecipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E
When required, the subrecipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at

https://www.epa.gov/grants/epa-grantee-forms.

Annual reports are due by October 1st of each year. Final reports are due by October 15th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

4. **Contingent Funding**
EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan.

5. **Indirect Costs for States and Tribal (also listed in General Terms and Conditions)**
The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award.

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", if the subrecipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

For State Agencies
The subrecipient must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state subrecipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

Regular Mail
Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW, MC 3802R Washington, DC 20460

Mail Courier (e.g. FedEx, UPS, etc.)
Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management
US Environmental Protection Agency
1300 Pennsylvania Avenue, NW, 6th floor Bid and Proposal Room Number 61107 Washington, DC 20004

For Indian Tribe
If the subrecipient does not have a previously established indirect cost rate, the subrecipient must submit their indirect cost rate proposals to:

National Business Center Indirect Cost Services
U.S. Department of the Interior 2180 Harvard Street, Suite 430 Sacramento, CA 95815-3317

The subrecipient agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

6. **Consultant Cap (also listed in General Terms and Conditions)**
EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by subrecipients or by a subrecipient's contractors or subcontractors is limited to the maximum daily rate for a Level IV of the Executive Schedule, available at:

https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/

This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the subrecipient will pay these in accordance with their normal travel reimbursement practices). The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

Programmatic Conditions
Program Programmatic Terms and Conditions: 3/2020

1. **Semi-Annual Performance Reports**
The subrecipient shall submit performance reports for EPA's Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS) every six (6) months during the life of the project. Reports are due the first calendar days after the end of each reporting period. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted to the DOH Contract Manager electronically on the FEATS form provided by the Contract Manager.

In accordance with 2 CFR 200.328, as appropriate, the subrecipient agrees to submit performance reports that include brief information on each of the following areas:

(a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;

(b) The reasons why established goals were not met, if appropriate;

(c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the subrecipient shall immediately notify the DOH Contract Manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the DOH Contract Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

2. **Final Performance Report**
The subrecipient shall submit a final performance report through FEATS, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the DOH Contract Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports but should cover the entire project period. After completion of the project, the DOH Contract Manager may waive the requirement for a final performance report if the DOH Contract Manager deems such a report is inappropriate or unnecessary.

3. **Program Income - Addition**
If program income is generated, the subrecipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the subrecipient and shall be added to funds committed to the project by DOH and the subrecipient, and shall be used to further eligible project objectives.

4. **Recognition of EPA Funding**
Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J18001 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

5. **Peer Review**
The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

6. **Competency of Organizations Generating and/or Using Environmental Measurement Data**
In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, subrecipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at https://www.epa.gov/sites/default/files/2017-05/documents/policy_to_assure_the_competency_of_organizations.pdf.

Federal Assistance Agreement Funds Exceed or Expect to Exceed $200,000

Subrecipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Subrecipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

R10 Quality Assurance Team Contact: Donald M. Brown at (206) 553-0717 or email: brown.donaldM@epa.gov.

7. **WQX Requirement (Updated STORET Condition – Water Quality Exchange Replaces STORET) – 3/2020**
Subrecipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan (QAPP) as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Water Quality Portal (WQP) using either WQX or WQX web.

Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the Water Quality Portal structure. WQX web is a web-based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at:

https://www.epa.gov/waterdata/water-quality-data-wqx.

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in the Water Quality Portal or some other database). Subrecipients are encouraged to develop a cross walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

8. **Riparian Buffers**
Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date – April 16, 2013), or the October 28, 2013 guidance. Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues.

The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

9. **International Travel (Including Canada) – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**
All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your DOH Contract Manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your DOH Contract Manager listed on the approval page of the Award Document.

10. **Geospatial Data Standards**
All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

11. **Lobbying and Litigation — PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**

All Subrecipients.

i. The chief executive officer of this subrecipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

ii. The subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The subrecipient shall include the language of this provision in award documents for all subawards exceeding $100,000 and require that subrecipients submit certification and disclosure forms accordingly.

iii. In accordance with the Byrd Anti-Lobbying Amendment, any subrecipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

iv. Contracts awarded by a subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

v. Pursuant to Section 18 of the Lobbying Disclosure Act, the subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

12. **Quality Assurance Requirements (2 CFR 1500.11)**
Acceptable Quality Assurance documentation (QAPP) must be submitted to the DOH Contract Manager and NEP Quality Coordinator (NEP QC) within 30 days of the acceptance of this agreement or another date as negotiated with the DOH Contract Manager. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the DOH Contract Manager, in concert with the NEP Quality Coordinator, has approved the quality assurance document. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial.

Instructions to Submit Quality Assurance Documents for Review

DOH and the NEP QC will determine if a QAPP is required for this project. If a QAPP is required, subrecipients will work with DOH and NEP QC to develop and submit a QAPP for approval. The QAPP development and approval process is a multi-step process. More information about QAPPs can be found at https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees.

13. **ULO Stretch Goal:**
Subrecipients should manage their programs and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are "unspent" federal funds, not yet drawn down through disbursements to subaward subrecipients.
Assistance agreement subrecipients are to apply these "stretch" goals throughout the life of the assistance agreement and to confer with your DOH Contract Manager whenever instances arise that make attainment of these stretch goals unlikely.
Stretch Goal: All funds should be spent by 2 ½ years of award start date.
Funds Awarded in FY2020 All Should Be Drawn down September 30, 2022.

14. **Animal Subjects — PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**
Subrecipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Subrecipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at:

http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm. For additional information about the Principles, the subrecipient should consult the Guide for Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: http://www.nap.edu/readingroom/books/labrats/.

15. **Copyrighted Material and Data – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**
In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the subrecipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- The selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

16. **Light Refreshments and/or Meals PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**
APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):
Unless the event(s) and all of its components are described in the approved contract and budget, the subrecipient agrees to obtain prior approval from DOH for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The subrecipient must send requests for approval to the DOH Contract Manager and include:

(1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
(2) A description of the purpose, agenda, location, length and timing for the event; and,
(3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for subrecipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Subrecipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the subrecipient's DOH Contract Manager; however, the EPA Agency Award Official or EPA Grant Management Officer will make final determinations on allowability. Agency policy

prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the subrecipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT SUBRECIPIENTS EXCLUDING STATE UNIVERSITIES:
If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

17. **State Grant Cybersecurity - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**
The subrecipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(1) EPA must ensure that any connections between the subrecipient's network or information system and EPA networks used by the subrecipient to transfer data under this agreement, are secure.
For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The subrecipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The subrecipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the subrecipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the subrecipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Drinking Water Group A Program - Effective January 1, 2022.

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 5

Period of Performance: January 1, 2022 through December 31, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Contractor ☒ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☐ Reimbursement ☒ Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems

Revision Purpose: The purpose of this revision is to extend the period of performance from December 31, 2023 to December 31, 2024, provide additional Sanitary Survey funding and extend Sanitary Survey State funding from 12/31/23 to 12/31/24. In addition, this revision updates the Master Index Title removing (FO-SW) from YR 25 SRF and Sanitary Survey Fees-State lines and updates the Master Index codes from 24232522 to 24112522 and 24239225 to 24119225.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
SANITARY SURVEY FEES SS-STATE	24112522	N/A	346.26.65	01/01/22	12/31/24	7,400	2,800	10,200
YR 24 SRF - LOCAL ASST (15%) (FO-SW) SS	24239224	N/A	346.26.64	01/01/22	12/31/22	3,800	0	3,800
YR 24 SRF - LOCAL ASST (15%) (FO-SW) TA	24239224	N/A	346.26.66	01/01/22	12/31/22	1,000	0	1,000
YR 25 SRF - LOCAL ASST (15%) SS	24119225	N/A	346.26.64	01/01/23	12/31/23	3,600	0	3,600
YR 25 SRF - LOCAL ASST (15%) TA	24119225	N/A	346.26.66	01/01/23	12/31/23	1,000	0	1,000
YR 25 SRF - LOCAL ASST (15%) SS	24119225	N/A	346.26.64	01/01/24	12/31/24	0	2,800	2,800
						0	0	0
TOTALS						**16,800**	**5,600**	**22,400**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by the DOH Office of Drinking Water (ODW) Regional Office. See Special Instructions for task activity. The purpose of this statement of work is to provide funding to the LHJ for	Provide Final* Sanitary Survey Reports to ODW Regional Office. Complete Sanitary Survey Reports shall include: 1. Cover letter identifying significant deficiencies, significant findings, observations, recommendations, and referrals for further ODW follow-up.	Final Sanitary Survey Reports must be received by the ODW Regional Office within **30 calendar days** of conducting the sanitary survey.	Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid **$400** for each sanitary survey of a non-community system with three or fewer connections. Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid **$800** for each sanitary survey of a non-community system with four or more connections and each community system.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems.	2. Completed Small Water System checklist. 3. Updated Water Facilities Inventory (WFI). 4. Photos of water system with text identifying features 5. Any other supporting documents. *Final Reports reviewed and accepted by the ODW Regional Office.		Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
2	Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.	Completed SPI Reports must be received by the ODW Regional Office within **2 working days** of the service request.	Upon acceptance of the completed SPI Report, the LHJ shall be paid **$800** for each SPI. Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed SPI Report within the 2-working day deadline. Late or incomplete reports may not be accepted for payment.
3	Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed TA Report and any supporting documents and photos to ODW Regional Office.	Completed TA Report must be received by the ODW Regional Office within **30 calendar days** of providing technical assistance.	Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows: • Up to 3 hours of work: **$250** • 3-6 hours of work: **$500** • More than 6 hours of work: **$750** Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
4	LHJ staff performing the activities under tasks 1, 2 and 3 attend periodic required survey training as directed by DOH.	For training attended in person, prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to	Annually	For training attended in person, LHJ shall be paid mileage, per diem, lodging, and registration costs as approved on the pre-authorization form in accordance with the

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	See Special Instructions for task activity.	the ODW Program Contact for approval (to ensure enough funds are available).		current rates listed on the OFM Website http://www.ofm.wa.gov/resources/travel.asp

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements

Data Sharing
The Office of Drinking Water will share water system information and files with the local health jurisdiction to support the work identified in this statement of work. To request water system data please contact the regional office with the name of the water system, water system ID#, specific information being requested and any timeline requirements. If allowable, please give administrative staff 3 to 5 business days to provide records.

Program Manual, Handbook, Policy References: Field Guide (DOH Publication 331-486).

Special References:
Chapter 246-290 WAC is the set of rules that regulate Group A water systems. By this statement of work, ODW contracts with the LHJ to conduct sanitary surveys (and SPIs and provide technical assistance) for small community and non-community water systems with groundwater sources. ODW retains responsibility for conducting sanitary surveys (and SPIs and provide technical assistance) for small community and non-community water systems with surface water sources, large water systems, and systems with complex treatment.

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. See special instructions under Task 4, below.

Special Billing Requirements
The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of ~~***$14,800***~~***$20,400*** for **Task 1,** and **$2,000** for **Task 2, Task 3 and Task 4** combined during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above. When invoicing for sanitary surveys, bill half to BARS Revenue Code 346.26.64 and half to BARS Revenue Code 346.26.65.

When invoicing for **Task 1**, submit the list of WS Name, ID #, Amount Billed, Survey Date and Letter Date for which you are requesting payment.
When invoicing for **Task 2-3**, submit the list of WS Name, ID #, TA Date and description of TA work performed, and Amount Billed.
When invoicing for **Task 4**, submit receipts and the signed pre-authorization form for non-employee travel to the ODW Program Contact below and a signed A19-1A Invoice Voucher to DOH Grants Management, billing to BARS Revenue Code 346.26.66 under Technical Assistance (TA).

Special Instructions

Task 1

Trained LHJ staff will evaluate the water system for physical and operational deficiencies and prepare a Final Sanitary Survey Report which has been accepted by ODW. Detailed guidance is provided in the *Field Guide for Sanitary Surveys, Special Purpose Investigations and Technical Assistance* (Field Guide). The sanitary survey will include an evaluation of the following eight elements: source; treatment; distribution system; finished water storage; pumps, pump facilities and controls; monitoring, reporting and data verification; system management and operation; and certified operator compliance. If a system is more complex than anticipated or other significant issues arise, the LHJ may request ODW assistance.

- No more than **1** surveys of non-community systems with three or fewer connections be completed between January 1, 2022 and December 31, 2022.
- No more than **9** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2022 and December 31, 2022.
- No more than **2** surveys of non-community systems with three or fewer connections be completed between January 1, 2023 and December 31. 2023.
- No more than **8** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2023 and December 31. 2023.
- ***No more than 0 surveys of non-community systems with three or fewer connections be completed between January 1, 2024 and December 31, 2024.***
- ***No more than 7 surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2024 and December 31, 2024.***

The process for assignment of surveys to the LHJ, notification of the water system, and ODW follow-up with unresponsive water systems; and other roles and responsibilities of the LHJ are described in the Field Guide.

Task 2

Trained LHJ staff will perform Special Purpose Investigations (SPIs) as assigned by ODW. SPIs are inspections to determine the cause of positive coliform samples or the cause of other emergency conditions. SPIs may also include sanitary surveys of newly discovered Group A water systems. Additional detail about conducting SPIs is described in the Field Guide. The ODW Regional Office must authorize in advance any SPI conducted by LHJ staff.

Task 3

Trained LHJ staff will conduct Technical Assistance as assigned by ODW. Technical Assistance includes assisting water system personnel in completing work or verifying work has been addressed as required, requested, or advised by the ODW to meet applicable drinking water regulations. Examples of technical assistance activities are described in the Field Guide. The ODW Regional Office must authorize in advance any technical assistance provided by the LHJ to a water system.

Task 4

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work.

If required trainings, workshops or meetings are not available, not scheduled, or if the LHJ staff person is unable to attend these activities prior to conducting assigned tasks, the LHJ staff person may, with ODW approval, substitute other training activities to be determined by ODW. Such substitute activities may include one-on-one training with ODW staff, co-surveys with ODW staff, or other activities as arranged and pre-approved by ODW. LHJ staff may not perform the activities under tasks 1, 2, and 3 without completing the training that has been arranged and approved by ODW.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Immunization COVID-19 Vaccine - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 7

Period of Performance: January 1, 2022 through June 30, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide funding to conduct COVID-19 vaccine activities.

Revision Purpose: The purpose of this revision is to remove tasks.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change None	Total Allocation
COVID19 Vaccines R4	74310230	93.268	333.93.26	01/01/22	06/30/24	359,803	0	359,803
COVID 19 CDC Vaccines	74310229	93.268	333.93.26	01/01/22	06/30/24	187,476	0	187,476
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						**547,279**	**0**	**547,279**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
The purpose of this statement of work is to identify activities and provide funding to support COVID vaccine response outreach, education, and operations. The activities may include other vaccines recommended for the audience population, as long as COVID vaccine is the primary focus and references to other vaccines are secondary.				
3.A	Identify activity/activities to support COVID vaccine response in your community, using the examples below as a guideline. **Example 1:** Develop and implement communication strategies with health care providers, community, and/or other partners to help build vaccine confidence broadly and among groups anticipated to receive early vaccination, as well as dispel vaccine misinformation. Document and provide a plan that shows the communication strategies used with health care providers and other partners and the locally identified population anticipated to reach.	Summary of the engagement strategies to be used with health care providers and other partners, and the locally identified population to be reached.	January 31, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Example 2: Engage in other vaccination planning activities such as partnership development, provider education, vaccination point of dispensing (POD) planning, tabletop exercises, engagement with communities, leaders, non-traditional provider, or vulnerable populations to develop strategies to ensure equitable access to vaccination services			
3.B	Implement the communication strategies or other activities, working with health care providers and other partners to reach the locally identified population, support providers in vaccination plans, and support equitable access to vaccination services.	Written report describing activity/activities and progress made to-date and strategies used (template to be provided)	June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3.C	Catalog activities and conduct an evaluation of the strategies used	Written report, showing the strategies used and the final progress of the reach (template to be provided)	June 30, Annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
~~3.D~~	~~As needed to meet community needs, perform as a vaccine depot to provide COVID vaccine. Duties include ordering and redistributing of COVID-19 vaccine, assure storage space for minimum order sizes, initiating transfer in the Immunization Information System (IIS), coordinate with providers for physical transport of doses, and maintaining inventory of COVID vaccine by manufacturer.~~ ~~Immunization COVID-19 funding is specifically required to address COVID-19 vaccination activities. However, the funding can be leveraged to also address and incorporate other non-COVID vaccination activities concurrent to COVID-19 vaccination activities. For example, COVID vaccine storage and distribution may also support monkeypox vaccine storage and distribution, concurrently~~	~~a. Complete a redistribution agreement.~~ ~~b. Report inventory reconciliation page.~~ ~~c. Report lost (expired, spoiled, wasted) vaccine to the IIS.~~ ~~d. Report transfer doses in the IIS and VaccineFinder.~~ ~~e. Monitor and maintain vaccine temperature logs from digital data logger and/or the temperature monitoring system for a minimum of 3 years.~~	~~a. Submit upon completion~~ ~~b. Reconcile and submit inventory once monthly in the IIS.~~ ~~c. Report lost vaccine within 72 hours in the IIS.~~ ~~d. Update within 24 hours from when transfers occur.~~ ~~e. Download as needed (retain temperature data on site for 3 years)~~	~~Reimbursement for actual costs incurred, not to exceed total funding consideration amount.~~
3.E	As needed to meet community needs, expand operations to increase vaccine throughput (i.e., providing vaccinations during evenings, overnight, and on weekends) or adjust vaccine delivery approaches to optimize access. Activities may include vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary, or off-site clinics to travel and provide vaccination services in non-traditional settings, or to supplement the work of local health departments in underserved communities, and may include administration costs for other vaccines co-administered at the events. These activities may be done by the local health department or in collaboration with community partners. (See Restrictions on Funds below)	Reports summarizing quantity, type, and frequency of activities	December 31 and June 30, annually	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
~~3.F~~	~~At the LHJ discretion, provide incentives to persons receiving COVID vaccine, adhering to LHJ Guidance for COVID Initiatives Application requirements and allowable/unallowable use of federal funds.~~	~~a. LHJ Incentive Plan Proposal~~ ~~b. Report that summarizes quantity of incentives purchased and distributed~~	~~a. Prior to implementing~~ ~~b. June 30, Annually~~	~~Reimbursement for actual costs incurred, not to exceed total funding consideration amount.~~

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: OSS LMP Implementation - Effective July 1, 2023

Local Health Jurisdiction Name: Clallam County Health & Human Services
Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 1

Period of Performance: July 1, 2023 through December 31, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☐ Federal <Select One>	☐ FFATA (Transparency Act)	☒ Reimbursement
☒ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work is to fund implemation of the on-site sewage system (OSS) local management plan (LMP).

Note: Statements of work with GFS funds must exhaust those funds before billing ALEA funds. GFS funds in the 07/01/23-06/30/24 funding period cannot roll over into the next funding period. This funding allocation is for the 2023-2025 state biennium. New statements of work with a period of performance of January 1, 2025 to June 30, 2025 will be issued in the next consolidated contract term.

Revision Purpose: Adding $23,636 and a new task for low-income rebates and homeowner incentives for OSS operations and maintenance compliance. MI codes also being updated from 267011100 to FY25 GFS MI Code 26701150.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
SMALL ONSITE MANAGEMENT (ALEA)	26705100	N/A	334.04.93	07/01/23	06/30/24	33,333	0	33,333
SMALL ONSITE MANAGEMENT (ALEA)	26705100	N/A	334.04.93	07/01/24	12/31/24	33,333	0	33,333
SMALL ONSITE MANAGEMENT (GFS)	26701110	N/A	334.04.93	07/01/24	12/31/24	8,334	-8,334	0
SFY25 WASTEWATER MANAGEMENT-GFS	26701150	N/A	334.04.93	07/01/24	12/31/24	0	31,970	31,970
						0	0	0
						0	0	0
TOTALS						**75,000**	**23,636**	**98,636**

GOALS & MEASURABLE OBJECTIVES (REVISE TABLE AS NEEDED)
This table summarizes starting and target metrics achieved by implementing the tasks below. This data is reported on an ongoing basis in the semiannual progress reports.

Description (e.g., "OSS compliance")	Units (e.g. "systems")	Starting Amount	Targets
OSS compliant with inspections in Marine Recovery Areas (MRAs) and/or Sensitive Areas (SA)	Number of OSS	4560	4750
OSS compliant with inspections countywide	Number of OSS	6400	6800
OSS failures identified/corrected in MRA/SA	Number of OSS failures identified and repaired/replaced	*NA*	10/10
OSS failures identified/corrected countywide	Number of OSS failure identified and repaired/replaced	*NA*	30/30
Rebates	*Low-Income Rebates*	*NA*	*20*
Incentives	*Incentives*	*NA*	*40*

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Task 1. Grant Administration This task is to fund the required financial and reporting activities necessary to meet state DOH and Auditor requirements including administration of LHJ local management plan and OSS LMP grant program.				
1.1	**Bi-monthly Invoicing and Progress Reports** DOH Consolidated Contracts (ConCon) requires billing within 60 days of completing work. LHJ will submit invoices through the ConCon process and will send progress reports and deliverables to the LMP Contract Manager. Invoices must be submitted at least bi-monthly (per ConCon requirements) but no more frequently than monthly. Invoices will be reviewed for consistency with progress. The LMP Contract Manager may require monthly invoices.	Bimonthly/Monthly invoices	Bimonthly/monthly for duration of contract period	Reimbursement up to **$4,839** based on actual costs.
1.2	**Semi-Annual Progress Reports** Reporting periods are semiannually from January 1 – June 30 and July 1 – December 31. Progress reports include data described in the outcome column.	Data about the following: • Qualitative: o Summary of work o Barriers to LMP Implementation • Quantitative: o OSS inventory metrics o Enforcement actions o Outreach and Education efforts	Due July 15 and December 31 for the duration of the contract period	
Task 2. Local Management Plan Implementation This task includes all work done to implement the county's LMP excluding grant management tasks and inspection rebates/incentives.				
2.1	**Database Maintenance and Quality Assurance/Quality Control (QA/QC)** Database maintenance and QA/QC is ongoing to ensure accurate tracking methods for all OSS in the county. Specific tasks include: • Updating address and parcel records for related O&M cases as needed and investigating previous on-site sewage system (OSS) designation; • Performing outlier analysis of existing data sets and correcting systemic errors as needed; • Updating our database by entering inspection reports, existing hard copy permits and as-built drawings; • Tracking and mapping progress in identifying unknown OSS and performing necessary database updates; and, Continue to scan additional records as located or submitted.	• QA/QC of database to address information for tracking permits. • Continue to make database updates and reporting function improvements. • Enter OSS inspection and other related records in the database (i.e., keep database current). • Prepare and manipulate data for mapping and reporting purposes. • Produce GIS maps of OSS in the marine recovery areas (MRA). • Maintain OSS records available online.		Reimbursement up to **$58,005** based on actual costs.

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2.2	**Operations and Maintenance Program Administration** • Mail inspection reminders to homeowners as needed • Inspection Compliance tracking/mapping • Failure and repair tracking/mapping • Failure notice of violation mailings • Compliance enforcement • Complaint response • O&M data reports about inventory and deficiencies	a. Enforcement Protocol b. Data on the following: • Number of OSS with current inspections • Number of OSS failures and calculated risk using DOH-provided risk assessment. • Number of repairs	a. September 1, 2023 b. Report in semi-annual progress report in Subtask 1.2.	
2.3	**Education and Outreach** Education and outreach is conducted for OSS owners, PA Realtor's association, Sequim Realtor's Association, and the general public. Specific tasks include: • Providing Septics 101 and Septics 201 courses in person • Presenting information to local realtor's associations • Tabling at local events and festivals, such a Riverfest, Home Show, and NPBL Building Expo.	• Hold two (2) training courses, either Septic 101, Septic 201, or Realtor's meeting, as determined based on public request/need. • Other educational activities as needed such as participating at festivals and presenting septic information to local community groups or school events.	Task is ongoing throughout the project period, due by project end date.	
2.4	**Professional Development and Coordination** • The LHJ will participate in LMP and West Side Coordinators Meetings and will network between counties. • The LHJ will support professional development through: o Attending DOH OSS Program trainings o Attendance, registration, and travel for (1) staff member at either a Washington State Environmental Health Association (WSEHA) or Washington On-Site Sewage Association (WOSSA) conference.	a. Attendance and contribution at four (4) meetings per year b. Conference and Training participation as available	a-b. Report attendance semi-annually, as scheduled in Task 1.2	
2.5	**OSS Policy** Regular review of County policies and procedures pertaining to OSS, to ensure County code is current based on WAC guidance, and updated as novel situations develop.	• Writing new County code in line with WAC policies and submitting code updates per the Clallam County Administrative process • Adaptive management of the OSS Implementation Plan as needed	Task is ongoing throughout the project period, any updates/changes reported by project end date.	
Task 3. Homeowner Inspection Rebates/Incentives Program *Provide low-income rebates to homeowners. Provide inspection compliance incentives to homeowners in priority areas. Activities eligible for rebate/incentive reimbursement include: septic system inspections, locates for unknown systems, developing record drawings of systems, septic tank pumping, if indicated, and OSS upgrades to make systems more accessible for future inspections, including installing risers on OSS access points, observation ports, or other improvements deemed appropriate at time of inspection.*				

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3.1	***Low-Income Homeowner Inspection Rebates*** *The County will prioritize low-income homeowners for inspection compliance rebates.* *Rebates will be reimbursed directly to homeowner by CCEH, based on actual costs, up to $800 per homeowner*	*a. Provide draft and final process/policy documents to DOH* *b. 20 rebates*	*a. Prior to issuing any rebates* *b. By grant closeout*	*Reimbursement up to **$23,636** based on actual costs.*
3.2	***Homeowner Inspection Incentives*** *Provide incentives for septic inspections and maintenance, based on actual costs, up to $300 per homeowner.*	*a. Provide draft and final process/policy documents to DOH* *b. 40 incentives*	*a. Prior to issuing any incentives* *b. By grant closeout*	
Task 4. Indirects Indirect rates can only be charged to this work if the LHJ has a current approved rate on file with DOH.				
4.1	Indirect rate on salaries at a rate of 27.4%. Annual rate may change during contract period.	Submit current approved indirect rate to DOH Grants Management Office for approval.	Before indirects can be approved for reimbursement	Reimbursement up to **$12,156** based on actual costs.

Budget	
Category	**Amount**
Personnel/Salaries	$42,491
Fringe Benefits	$17,957
Travel	$1,796
Supplies	$0
Contracts	$0
Other • Registration Fees • *Incentives/Rebates*	 $600 *$23,636*
Total Direct Charges	~~$62,844~~ *$86,480*
Indirect Charges (federally approved rate)	$12,156
TOTAL – Not to Exceed	~~$75,000~~ *$98,636*

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the DOH Finance SharePoint site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services
Contract Number: CLH31005

SOW Type: Revision **Revision # (for this SOW)** 5

Period of Performance: January 1, 2022 through December 31, 2024

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient ☐ State ☐ Other	☒ FFATA (Transparency Act) ☐ Research & Development	☒ Reimbursement ☐ Fixed Price

Statement of Work Purpose: The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

Revision Purpose: To add FFY24 USDA WIC Client SVS Contracts funds and increase caseload.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY22 USDA WIC CLIENT SVS CONTRACTS	76101234	10.557	333.10.55	01/01/22	09/30/22	183,775	0	183,775
FFY23 USDA WIC CLIENT SVS CONTRACTS	76101244	10.557	333.10.55	10/01/22	09/30/23	232,638	0	232,638
FFY22 USDA FMNP PROG MGMT	76540237	10.572	333.10.57	05/01/22	09/30/22	572	0	572
FFY23 USDA WIC PROG MGMT CSS	76101242	10.557	333.10.55	01/01/23	09/30/23	2,800	0	2,800
FFY24 USDA WIC CLIENT SVS CONTRACTS	7610124B	10.557	333.10.55	10/01/23	09/30/24	61,301	1,438	62,739
FFY23 USDA FMNP MGMT	76540248	10.572	333.10.57	06/01/23	09/30/23	598	0	598
						0	0	0
						0	0	0
TOTALS						**481,684**	**1,438**	**483,122**

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	**WIC Nutrition Program**			See "Billing Requirements" below.
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at state WIC office. The Department of Health (Department) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when: 1. Unanticipated funding situations occur. 2. Reallocations are necessary to redistribute caseload statewide. 3. Caseload declines.	Outcomes based on monthly participation data from state WIC caseload management reports.	**Authorized participating caseload for January 2022 through December 2024 = 915** **Revised authorized participating caseload for January 2023 through December 2024 = 795**	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			Revised authorized participating caseload for July 2023 through December 2024 = 840 ***Revised authorized caseload for October 2023 through December 2024 = 865***	
1.2	Submit the annual Nutrition Services Plan for each year of the contract.	Nutrition Services Plan	First year due 9/30/22 Second year due 9/30/23	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the contract.	Nutrition Services Expenditure Report	11/30/22 11/30/23	Payment withheld if not received by due date.
1.4	Tell participants about other health services in the agency. If needed, develop written agreements with other health care agencies and refer participants to these services.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.5	Provide nutrition education services to participants and caregivers in accordance with federal and state requirements.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.6	Issue WIC benefits while assuring adequate WIC card security and reconciliation.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.8a	Submit entire WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract	Budget Workbook	First year due 9/30/22 Second year due 9/30/23	
1.8b	Submit Rev-Exp Report spreadsheet from the WIC Budget Workbook monthly with A-19	Revenue and Expense Report and A-19	First year due monthly through December 31, 2022 Second year due monthly through December 31, 2023	
2	**Breastfeeding Promotion**			See "Billing Requirements" below.
2.1	Provide breastfeeding promotion activities in accordance with federal and state requirements.	Status report of chosen activities in Nutrition Services Plan. Documentation must be available for review by WIC monitor staff.	First year due 11/30/22 Second year due 11/30/23 Biennial WIC Monitor	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects:	Status report of chosen activities in Nutrition Services Plan.	First year due 8/30/22 Second year due 8/30/23 Biennial WIC Monitor	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	▪ Provide staff, health care providers and community partners virtual breastfeeding training resources. ▪ Work with employers who likely employ low-income people to create worksite environments that support breastfeeding. ▪ Work with birthing hospitals to improve maternity care practices that affect WIC participant breastfeeding rates. ▪ Provide participants access to lactation consultants. Other projects will need pre-approval from the State WIC Office	Documentation must be available for review by WIC monitor staff.		
3	**Farmers Market Nutrition Program (FMNP)**			See "Billing Requirements" below.
3.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC participants between June and September 30 of current year.	Send completed readable copy of FMNP check registers to State WIC office on a weekly basis following FMNP procedures. Documentation must be available for review by WIC monitor staff.	Weekly June-Sept. 2022 and June-Sept. 2023 All sent by Oct. 1, 2022 and by Oct. 1, 2023 Biennial WIC Monitor	

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Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)
This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

Information about the LHJ and this statement of work will be made available on USASpending.gov by DOH as required by P.L. 109-282.

Program Specific Requirements
Program Manual, Handbook, Policy References:
The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, and FNS 7CFR Part 246.
- Washington State WIC Nutrition Program Policy and Procedure Manual
- Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200
- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the contract

Staffing Requirements:
The LHJ shall:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine participant eligibility, prescribe an appropriate food package and offer nutrition education based on the participants' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk participants, to include development of a high-risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The Breastfeeding Coordinator must be an International Board Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

Restrictions on Funds:
The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Special References:
What is the WIC program?

1. The WIC program in the state of Washington is administered by the Department of Health.
2. The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.
3. Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, participants, persons acting on behalf of a participant, and retailers. They are designed to promote:
   a. High quality nutrition services;
   b. Consistent application of policies and procedures for eligibility determination;
   c. Consistent application of policies and procedures for food benefit issuance and delivery; and
   d. WIC program compliance.
4. The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.
5. The WIC program may impose sanctions against WIC participants for not following WIC program rules stated on the WIC rights and responsibilities.
6. The WIC program may impose monetary penalties against persons who misuse WIC benefits or WIC food but who are not WIC participants.

Monitoring Visits:
Program and fiscal monitoring are done on a biennial (every two years) basis and are conducted onsite.
The LHJ must maintain on file and have available for review, audit and evaluation:

- All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- Program requirements
- Nutrition education
- All financial records

Assurances/Certifications:

1. **Computer Equipment Loaned by the Department of Health WIC Nutrition Program**

In order to perform WIC program activities, the Department requires computer equipment, such as computers, signature pads, document scanners, card readers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by the Department and loaned to the local agency (Contractor). The Loaned Equipment is supported by the Department. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

An inventory of Loaned Equipment is kept by the Department. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and the Department updates the inventory. A copy of the Transfer Form will be provided to the contractor. Copies of the updated inventory list may be requested at any time.

The LHJ agrees to:

a. Defend, protect and hold harmless the Department or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
b. Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation. The Department may enforce this by:
   1) Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
   2) Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by the Department), or
   3) Assertion of a lien against the Contractor's property.
c. Notify the Department immediately of any damage to Loaned Equipment.
d. Notify the Department prior to moving or replacing any Loaned Equipment.

The Department recommends Contractors carry insurance against possible loss or theft.

2. Civil Rights Assurance

a. The LHJ shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance.
b. "The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
c. "By accepting this assurance, the Program applicant agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the Program applicant."

3. 2CFR 200

The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 2CFR part 200, the debarment and suspension requirements of 2CFR part 200.213, if applicable, the lobbying restrictions of 2CFR part 200.245, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

Billing Requirements:

1. Definitions

Contract Period: January 1, 2022 - December 31, 2024

Contract Budget Period: The time period for which the funding is budgeted.

- There are four federal budget periods

January 1, 2022 through September 30, 2022;
October 1, 2022 through September 30, 2023;
October 1, 2023 through September 30, 2024;

October 1, 2024 through December 31, 2024.

2. Billing Information:
   a. Billings are submitted on an A-19-1A invoice. These invoices are provided by the Department in the WIC Budget Workbook and include accounting codes for different budget categories.
   b. A-19s are submitted monthly and must be received by the Department within 60 days following the close of each calendar month. Additional A-19s may be submitted at any time, but must be received within 90 days of the close of the federal budget period.
   c. Funds are allocated by budget categories and by federal budget periods (refer to the budget spreadsheet).
   d. Funds are encumbered or spent only during the budget period; no carry forward from previous time periods or borrowing from future time periods is allowed.
   e. Payments are limited to the amounts allocated for the budget period for each budget category.
   f. Billings are based on actual costs for completed activities. Advance payments are not allowed. Back up documentation must be retained by the LHJ and available for inspection by the Department or other appropriate authorities.
   g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
   h. If billing for indirect costs, a Cost Allocation Plan or Federal Indirect Cost Agreement must be submitted prior to payment.

Special Instructions:

The LHJ shall:

1. Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
2. Provide, as necessary, a single audit in accordance with the provisions of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This circular requires all recipients and sub-recipients of federal funds to have a single audit performed should they spend $750,000 or more of federal grants or awards from all sources. Contractors spending less than $750,000 in federal grants or awards may also be subject to audit.
3. Use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC participants. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC participants.

SPECIAL REQUIREMENTS			
Contract Funding Period	**Time Period special requirement funds are available**	**Amount**	**Special Requirement Description**
January 2022 to September 2024	January 2022 to September 2022	$2,800	Added in the USDA WIC Client Services Contracts category to cover training and travel expenses for all local WIC staff to participate in WIC-related trainings.
January 2023 - September 2023	January 2023 - September 2023	$2,800	This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits or contractor), and other approved WIC training expenses.
October 2023 - September 2024	October 2023 - September 2024	$3,000	This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits for part-time or contractors), and other approved WIC training expenses.

Other:

Any program requirements that are not followed may be subject to corrective action and may result in monetary fines or repayment of funds.

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AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: DCD

WORK SESSION ☒ **Meeting Date: 12/11/2023**

REGULAR AGENDA ☒ **Meeting Date: 12/~~19~~ 26/2023**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # OTGP-2024-CLCoCD-00045
334-23-009

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: This grant agreement with the Department of Ecology provides funding for Clallam County Marine Resources County projects from January 1, 2024 through December 31, 2025.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please Docu-sign the contract in Department of Ecology's EAGL.
Supplemental Appropriation will be submitted January 2024 ($68,000)

County Official signature & print name: _Bruce Emery Bruce W. Emery

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments:
DCD

Date submitted: 12/04/2023

334-23-009

DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. OTGP-2024-ClCoCD-00045

ONE TIME GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Clallam County, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Clallam MRC Projects
Total Cost:	$135,500.00
Total Eligible Cost:	$135,500.00
Ecology Share:	$135,500.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	01/01/2024
The Expiration Date of this Agreement is no later than:	12/31/2025
Project Type:	Ecology Grant

Project Short Description:

This grant will be used to fund the Clallam County Marine Resources Committee (MRC) (RECIPIENT) projects from January 1, 2024 through December 31, 2025.

Project Long Description:

This agreement provides for grant administration and implementation of projects for the RECIPIENT. These include:

A. Marine riparian vegetation enhancement: assess where additional planting is needed at the existing Ediz Hook restoration site and plant native species to augment planting efforts already carried out by the Lower Elwha Klallam Tribe.

B. Pinto abalone restoration and monitoring: conduct synoptic surveys along the Strait of Juan de Fuca to identify

remnant pinto abalone populations and evaluate specific areas for potential reintroduction of captive-bred juveniles.

C. Hazardous Waste Operations and Emergency Response/Oiled wildlife training: conduct workshop trainings for volunteers on marine stewardship and protection topics such as Hazardous Waste Operations and Emergency Response (HAZWOPER) and oiled wildlife response.

Overall Goal:

The overall goal of this grant is to improve the health of local marine and nearshore ecosystem in Clallam County.

RECIPIENT INFORMATION

Organization Name: Clallam County

Federal Tax ID: 91-6001298

Mailing Address: 223 East 4th Street
Port Angeles, WA 98362

Physical Address: 223 East 4th St, Suite 6
Port Angeles, Washington 98362

Organization Fax: (360) 417-2513

Contacts

Project Manager	Rebecca Mahan MRC Coordinator 223 East 4th Street Suite 5 Port Angeles, Washington 98362 Email: rebecca.mahan@clallamcountywa.gov Phone: (360) 417-2322
Billing Contact	Lori Kennedy 223 E. 4th Street, Suite 5 Port Angeles, Washington 98362 Email: lkennedy@co.clallam.wa.us Phone: (360) 417-2354
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mark.ozias@clallamcountywa.gov Phone: (360) 417-2000

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sasha Horst Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: horst@nwstraits.org Phone: (360) 428-1084
Financial Manager	Cindy James PO Box 47600 Olympia, Washington 98504-7600 Email: cjam461@ecy.wa.gov Phone: (360) 280-8645
Technical Advisor	Dana Oster Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: DAOS461@ecy.wa.gov Phone: (360) 428-1043

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Joenne McGerr Date

Shorelands

Program Manager

Template Approved to Form by
Attorney General's Office

Clallam County

By: _____

Mark Ozias Date

Commissioner

Approved as to form
Deputy Prosecutor

SCOPE OF WORK

Task Number: 1 **Task Cost:** $78,114.00

Task Title: 1. Project Administration and Management

Task Description:

A. The RECIPIENT shall provide necessary project oversight and coordination to complete the scope of work in compliance with this ECOLOGY grant agreement, which includes project coordination, administration, and management.

B. The RECIPIENT shall conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

C. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; submit ECOLOGY-approved deliverables; and submit the RECIPIENT Close Out Report (RCOR) by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant administration requirements.

Task Expected Outcome:

Properly maintained grant project documentation. Timely and complete submittal of quarterly Payment Requests / Progress Reports (PRPRs), grant deliverables, and the RECIPIENT Close Out Report (RCOR).

Recipient Task Coordinator: Rebecca Mahan

1. Project Administration and Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Payment Request/Progress Report (PRPR)	
1.2	Recipient Close Out Report (RCOR)	12/31/2025

SCOPE OF WORK

Task Number: 2 **Task Cost:** $6,000.00

Task Title: 2. Marine Riparian Vegetation Enhancement

Task Description:
The southern shores of Ediz Hook have recently been restored to a more natural landform by the Lower Elwha Klallam Tribe but the restoration site is in need of revegetation and/or vegetation maintenance. The RECIPIENT will:

1. Conduct a site assessment to identify where the additional planting is needed and document the conditions of the site before the restoration effort takes place.

2. Plant native species such as dunegrass, ambrosia, coastal strawberry, gumweed, seashore lupine, sea thrift, sea blush and Nootka rose along the south side of Ediz Hook to augment planting efforts already carried out by the Lower Elwha Klallam Tribe.

Where applicable, the RECIPIENT must request and receive written approval in advance by ECOLOGY's Project Manager for reimbursement(s) for meals or light refreshments. Approved request forms must be submitted with the corresponding Payment Request/Progress Report (PRPR) in EAGL.

Task Goal Statement:
The goal of this project is to work in partnership with the Lower Elwha Klallam Tribe to establish a native coastal strand plant community at a shoreline restoration site at Ediz Hook.

Task Expected Outcome:
The expected outcomes of this project are additional native plants will be planted and there will be a self-sustaining plant community that will benefit birds, fish, wildlife, and pollinators.

Recipient Task Coordinator: Helle Andersen

2. Marine Riparian Vegetation Enhancement

Deliverables

Number	Description	Due Date
2.1	Confirmation of site cultural assessment and copy of planting plan. Upload in EAGL.	01/12/2024
2.2	Meal approval form (if applicable). Submit to ECOLOGY Project Manager for approval prior to each meeting. Submit approved copy with each Payment Request/Progress Report (PRPR).	04/15/2024
2.3	2024 project report including summary of project activities, number of plants planted and area covered, summary of volunteer participation and list of planting events, photos. Upload in EAGL.	12/31/2024
2.4	2025 project report including summary of project activities, number of plants planted and area covered, summary of volunteer participation and list of planting events, photos. Upload in EAGL.	12/31/2025

SCOPE OF WORK

Task Number: 3 **Task Cost:** $39,386.00

Task Title: 3. Pinto Abalone Restoration and Monitoring

Task Description:
The pinto abalone is the only abalone species found in Washington waters. It has experienced precipitous declines in the Salish Sea. As part of a regional effort to rebuild abalone populations, the RECIPIENT will:

1. Identify survey locations in consultation with state resource agencies, tribes, and other partners.

2. Develop a site-specific Quality Assurance Project Plan (QAPP) based on an existing plan developed by the Skagit County MRC.

3. Partner with the Puget Sound Restoration Fund (PSRF) to conduct synoptic surveys along the Strait of Juan de Fuca to identify remnant abalone populations in 2024 and 2025.

4. Evaluate specific areas for potential reintroduction of captive-bred juveniles.

Task Goal Statement:
The goal of the project is to rebuild the iconic pinto abalone populations along the Strait of Juan de Fuca. In phase one the goal is to identify remnant abalone populations, and determine optimum locations for potential captive-bred juvenile reintroductions.

Task Expected Outcome:
The expected outcomes for this project include:
1. Greater understanding of the distribution and density of remnant pinto abalone populations along the Strait of Juan de Fuca,
2. Identification of specific candidate locations along the Strait where reintroduction of hatchery-cultured juvenile pinto abalone might be possible, and
3. Updated protocols that can be adopted by others contemplating similar surveys.

Recipient Task Coordinator: Jeff Ward/Alan Clark

3. Pinto Abalone Restoration and Monitoring

Deliverables

Number	Description	Due Date
3.1	2024 Quality Assurance Project Plan. Upload in EAGL.	04/15/2024
3.2	Copy of 2024 survey data. Upload in EAGL.	12/31/2024
3.3	2024 pinto abalone final report	12/31/2024
3.4	2025 Quality Assurance Project Plan addendum. Upload in EAGL.	04/10/2025
3.5	Copy of 2025 survey data. Upload in EAGL.	12/31/2025
3.6	2025 pinto abalone final report	12/31/2025

SCOPE OF WORK

Task Number: 4 **Task Cost:** $12,000.00

Task Title: 4. HAZWOPER/Oiled Wildlife Education and Training

Task Description:
The RECIPIENT will:

1. Coordinate with partners, plan, advertise, and conduct at least two workshop trainings for volunteers on marine stewardship and protection topics such as Hazardous Waste Operations and Emergency Response (HAZWOPER) and oiled wildlife response.

2. Record the trainings and make them accessible online.

Where applicable, the RECIPIENT must request and receive written approval in advance by ECOLOGY's Project Manager for reimbursement(s) for meals or light refreshments. Approved request forms must be submitted with the corresponding Payment Request/Progress Report (PRPR) in EAGL.

Task Goal Statement:
The goal of this project is to train local residents in Hazardous Waste Operations and Emergency Response (HAZWOPER) and oiled wildlife response in the event of an oil spill.

Task Expected Outcome:
The expected outcomes of this project are that at least 80 participants will be trained, and four recorded training presentations will be posted on the RECIPIENT's website.

Recipient Task Coordinator: Ann Soule/Tim Cochnauer

4. HAZWOPER/Oiled Wildlife Education and Training

Deliverables

Number	Description	Due Date
4.1	2024 Training plan and recruitment materials. Upload in EAGL.	01/15/2024
4.2	Meal approval form (if applicable). Submit to ECOLOGY Project Manager for approval prior to each meeting. Submit approved copy with each Payment Request/Progress Report (PRPR).	01/15/2024
4.3	2024 Project final report including summary of trainings, list of trained participants, photos, and links to recorded sessions. Upload in EAGL.	12/31/2024
4.4	2025 Training plan and recruitment materials. Upload in EAGL.	01/10/2025
4.5	2025 Project final report including summary of trainings, list of trained participants, photos, and links to recorded sessions. Upload in EAGL.	12/31/2025

BUDGET

Funding Distribution EG240401

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title:	2024 NOAA Congressionally Directed Spendi	Funding Type:	Grant
Funding Effective Date:	01/01/2024	Funding Expiration Date:	12/31/2024

Funding Source:

Title:	WA ECY Northwest Straits Marine Conservation Initiative FY23
Fund:	FD
Type:	Federal
Funding Source %:	100%
Description:	This award number NA23NMF4690358 supports the work described in the Recipient's proposal entitled "WA ECY Northwest Straits Marine Conservation Initiative FY23," dated 03/27/2023 and revised 09/06/2023, which are incorporated into the award by reference.
Federal Awarding Agency:	NOAA
Federal Awarding Agency Contact:	Desmond Gelman
Federal Awarding Agency Phone:	(503)530-0274
Federal Awarding Agency Email:	desmond.gelman@noaa.gov
Federal Awarding Agency Address:	NMFS West Coast Regional Office (WCRO) 1201 Northeast Lloyd Boulevard, Suite 1100 Portland, OR 97232
CFDA Catalog Name:	Congressionally Identified Awards and Projects
CFDA Number:	11.469
FAIN:	NA23NMF4690358
Research Grant:	No
Federal Award Date:	9/21/2023
Total Federal Award Amount:	$3,000,000.00
Federal Funds Obligated To Recipient:	$68,000.00

Approved Indirect Costs Rate:	Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No

Is this Funding Distribution used to match a federal grant? Yes

2024 NOAA Congressionally Directed Spending	Task Total
1. Project Administration and Management	$ 47,448.00
2. Marine Riparian Vegetation Enhancement	$ 3,000.00
3. Pinto Abalone Restoration and Monitoring	$ 11,552.00
4. HAZWOPER/Oiled Wildlife Education and Training	$ 6,000.00
	Total: $ 68,000.00

BUDGET

Funding Distribution EG240402

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title:	2025 NOAA Congressionally Directed Spendi	Funding Type:	Grant
Funding Effective Date:	01/01/2025	Funding Expiration Date:	12/31/2025

Funding Source:

Title:	WA ECY Northwest Straits Marine Conservation Initiative FY23
Fund:	FD
Type:	Federal
Funding Source %:	100%
Description:	This award number NA23NMF4690358 supports the work described in the Recipient's proposal entitled "WA ECY Northwest Straits Marine Conservation Initiative FY23," dated 03/27/2023 and revised 09/06/2023, which are incorporated into the award by reference.
Federal Awarding Agency:	NOAA
Federal Awarding Agency Contact:	Desmond Gelman
Federal Awarding Agency Phone:	(503)530-0274
Federal Awarding Agency Email:	desmond.gelman@noaa.gov
Federal Awarding Agency Address:	NMFS West Coast Regional Office (WCRO) 1201 Northeast Lloyd Boulevard, Suite 1100 Portland, OR 97232
CFDA Catalog Name:	Congressionally Identified Awards and Projects
CFDA Number:	11.469
FAIN:	NA23NMF4690358
Research Grant:	No
Federal Award Date:	9/21/2023
Total Federal Award Amount:	$3,000,000.00
Federal Funds Obligated To Recipient:	$67,500.00

Approved Indirect Costs Rate:	Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No
Is this Funding Distribution used to match a federal grant?	Yes

2025 NOAA Congressionally Directed Spending	Task Total
1. Project Administration and Management	$ 30,666.00
2. Marine Riparian Vegetation Enhancement	$ 3,000.00
3. Pinto Abalone Restoration and Monitoring	$ 27,834.00
4. HAZWOPER/Oiled Wildlife Education and Training	$ 6,000.00
	Total: $ 67,500.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2024 NOAA Congressionally Directed Spending	0.00 %	$ 0.00	$ 68,000.00	$ 68,000.00
2025 NOAA Congressionally Directed Spending	0.00 %	$ 0.00	$ 67,500.00	$ 67,500.00
Total		**$ 0.00**	**$ 135,500.00**	**$ 135,500.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration (NOAA) Financial Assistance Awards

I. Scientific Integrity

A. General Guidelines

1. Maintaining Integrity. The non-Federal entity shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

2. Peer Review. The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the non- Federal entity and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at http://nrc.noaa.gov/ScientificIntegrityCommons.aspx.

4. Primary Responsibility. The non-Federal entity shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the non-Federal entity shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

By executing this grant, financial assistance award, or cooperative agreement the non- Federal entity provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

5. The non-Federal entity shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. Initiating Investigation. If the non-Federal entity or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants officer and, unless otherwise instructed, the non-Federal entity or subrecipient shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. Finalizing Investigation. When the investigation is complete, the non-Federal entity shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the non-Federal entity adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the non-Federal entity finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and

b. Coordinate remedial action with the grants officer.

II. Data Sharing Directive

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at https://nosc.noaa.gov/EDMC/PD.DSP.php.

1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine- readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.

3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by

sub-recipients and subcontractors.

5. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (http://www.crossref.org/fundref/) if supported by the Publisher.

6. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at https://repository.library.noaa.gov after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

7. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

III. Audit Findings Follow-up and Corrective Action

In accordance with 2 C.F.R. §200.511 and the Commerce Terms, an auditee is responsible for follow-up and corrective action on all audit findings. For information on the summary of prior year audit findings and the corrective action plan, please also refer to §200.511(b) (1) (2), and (3) (i) (ii) (iii), and refer to §200.516 Audit findings, paragraph (c).

Paragraph (c) Corrective action plan of 2 C.F.R. §200.511 Audit Findings Follow-up, further states that at the completion of the audit, the auditee must prepare a corrective action plan to address each audit finding included in the current year auditor's reports. As defined in 2 CFR Part 200, a corrective action means action taken by the auditee that: (a) Corrects identified deficiencies; (b) Produces recommended improvements; or (c) Demonstrates that audit findings are either invalid or do not warrant auditee action. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

NOAA as the cognizant, oversight, or Federal awarding agency of the auditee is responsible for follow-up on audit findings to ensure that the auditee takes appropriate and timely corrective action. As part of audit follow-up, NOAA must: (i) issue a management decision as prescribed in §200.521 Management decision; and (ii) monitor the recipient taking appropriate and timely corrective action. For additional information on applicable Federal agency responsibilities of NOAA for follow-up with corrective actions, see §200.513 Responsibilities.

IV. Audit Resolution

Recipients that expend $750,000 or more in Federal funds during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with §200.501. As provided in §200.513, a Federal awarding agency is responsible for issuing a management decision for findings that relate to Federal awards it makes to recipients.

As further prescribed in DOC's Departmental Administrative Order (DAO) 213-5 and 2 C.F.R. Part 200 Subpart F, Department and operating unit personnel shall act promptly to resolve both the financial and nonfinancial issues identified in an audit report. Comments, arguments, and evidence (if any) submitted by the auditee and the operating unit shall be considered in resolving the findings. A DOC decision on the resolution of audit findings and recommendations will be made in accordance with the procedures and within the specified time frames identified in DAO 213-5.

The audit action official shall issue the Management Decision and Audit Resolution Determination. The Management Decision and Audit Resolution Determination will be maintained in the official grant file and a copy will be forwarded to the Program Officer.

Recipients are afforded the opportunity to appeal the Audit Resolution Determination. The appeal process is the last opportunity for auditees to provide evidence to support their disputes. NOAA will not accept any submission from a recipient regarding an

appeal after the established deadline, unless requested by the Grants Officer, the Office of Inspector General, or the Office of the General Counsel.
After the Department renders a decision on an appeal, there are no other administrative appeals available.
An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC.
Recipients are responsible for the repayment of audit-related debts and for the collection of audit-related debts from their sub recipients where an audit has determined funds are owed. This does not relieve the recipient of liability for the debt.

Department of Commerce Financial Assistance Standard Terms and Conditions
This sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity receiving a DOC financial assistance award must comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.
This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the Federal Register, E.O.s, OMB circulars, DOC ST&Cs, agency standard award conditions (if any), and specific award conditions. A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.
Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the Federal Register or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (e.g., SF-424s) or through DOC forms (e.g. Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.
A. PROGRAMMATIC REQUIREMENTS
.01 Other Federal Awards with Similar Programmatic Activities
The recipient must immediately provide written notification to the Grants Officer if, subsequent to receipt of the award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.
.02 Disclaimer Provisions
The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.
The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity's contractors or subcontractors.
B. FINANCIAL REQUIREMENTS
.01 Financial Management
a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's own funds. In addition, the

State's and any other non- Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. See also 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). See also 2 C.F.R. §§ 200.334 (Retention requirements for records); 200.335 (Requests for transfer of records); 200.336 (Methods for collection, transmission and storage of information); 200.337 (Access to records); and 200.338 (Restrictions on public access to records).

.02 Indirect or Facilities and Administrative Costs

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award's approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates.

d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:

1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or

2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, in accordance with 2 C.F.R 200 Appendix III, C.7, provided that the rate is approved on or before the award end date.

f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at http://www.osec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf.

g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs. No documentation is required to justify the 10 percent de minimis indirect cost rate.

C. PROPERTY STANDARDS

.01 Standards

Each non-Federal entity must comply with the Property Standards set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship).

.02 Intellectual Property Rights

a. General. The rights to any work or other intangible property produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

c. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

D. OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS

.01 Nonprocurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

.02 Requirements for Subawards

a. The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. See 2 C.F.R. § 200.101(b)(2) (Applicability to different types of Federal awards), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management).

b. The recipient or pass through entity may have more restrictive policies for the RTC waived prior approvals (no-cost extensions, re-budgeting, etc.) for their subaward recipients. Such restrictive policies must be addressed in their subaward agreements and in accordance with §200.331.

.03 Requirements for Procurements

Other Non-Federal Entities. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. §§ 200.318 (General procurement standards) through 200.327 (Contract provisions) which include the requirement that non- Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

.04 Whistleblower Protections

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection

from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

a. A Member of Congress or a representative of a committee of Congress.
b. An Inspector General.
c. The Government Accountability Office.
d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
e. An authorized official of the Department of Justice or other law enforcement agency.
f. A court or grand jury.
g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

E. NATIONAL POLICY REQUIREMENTS

.01 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non- Federal entity must comply with all environmental standards, to include those prescribed under the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

a. The National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.)
b. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)
c. Clean Air Act (42 U.S.C. §§ 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
d. The Endangered Species Act (16 U.S.C. §§ 1531 et seq.)
e. The Coastal Zone Management Act (16 U.S.C. §§ 1451 et seq.)
f. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f et seq.)
g. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.)
h. Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations")
i. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
j. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)
k. Rivers and Harbors Act (33 U.S.C. § 407)
l. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)
m. Executive Order 13112 (Invasive Species, February 3, 1999)
n. Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.)

.02 OTHER NATIONAL POLICY REQUIREMENTS

a. Criminal and Prohibited Activities

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).

2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.

3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or persons 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.

6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.

7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

b. Drug-Free Workplace

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

c. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

1. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in- kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.

2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

d. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality

and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.

2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

3. Publications, Videos, and Acknowledgment of Sponsorship.

i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (e.g., scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.

iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.

iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

This [report/video/etc.] was prepared by [recipient name] using Federal funds under award NA23NMF4690358 from National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. 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 meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

COPY

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DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date: 12/11/2023**

REGULAR AGENDA ☒ **Meeting Date: 12/26/2023**

Required Originals Approved and Attached? Yes☒

Will be provided on:

Item Summary:*

☐ Call for Hearing	☒ Contract/Agreement/MOU** Contract # 843.23.002	
☐ Resolution	☐ Proclamation	☐ Budget Item
☐ Draft Ordinance	☐ Final Ordinance	☐ Other:

Documents exempt from public disclosure attached:☐

Executive Summary:

Personal Services Agreement with Harper Ridgeview Funeral Chapel. This agreement outlines services and fees for work performed on circumstances of death where the Coroner has invoked jurisdiction.

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. Funding for these services has already been addressed in the operating budget of the coroner's division

Recommended Action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve and sign the face sheet. Return to the Prosecuting Attorney's Office to my attention.

County Official Signature: _____

Date Submitted: 12/06/2023

Contract 843.23.002

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Harper Ridgeview Funeral Chapel

Address: 105 W. 4th Street

Port Angeles, WA 98362

Phone Nº: (360) 452-9701

(Hereinafter called "Contractor.")

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2029.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of _____.

CONTRACTOR

_____

Print name:_____

Title:

_____

Date:_____, 2023

Chair, CLALLM COUNTY COMMISSION

_____

Print name:_____

Coroner's signature: _____

Originals: BOCC
Vendor
Initiating Department

Copies: 1 with Contract Summary

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY. (DWA 04/26/2023)

SCOPE OF WORK

Contractor represents their firm can satisfy all of these preconditions, including the terms in quotation marks that are defined in state law:

- Operate a "funeral establishment" licensed by and in good standing with the Washington State Department of Licensing
- Employ at all times a "funeral director" who is licensed through and in good standing with the Washington State Department of Licensing.
- Maintain facilities that meet with the approval of the county coroner and/or its contract forensic pathologist following an on-site inspection. Facilities are required to have in good working order, at a minimum, the following amenities:
    - Functioning and permanently chilled refrigeration capacity for not less than two human remains
    - A fully operational examination room that includes, at a minimum:
        - Adequate operational lighting
        - Functioning disposal sink and drainage system
        - A surgical table with functioning hydraulic lift ;
- Sufficient staff to timely respond to coroner calls 24 hours a day/365 days a year

The Contractor agrees to assist the Clallam County Coroner with the appropriate disposition of human remains in a manner consistent with state law. This includes circumstances of death where the Coroner invokes jurisdiction pursuant to Ch. 68.50 RCW. A non-exclusive list of the duties of the Contractor, when requested, in furtherance of this Agreement includes:

1. Transporting the decedent from the location where the decedent died or was found
2. Providing a body bag
3. Providing a location where a forensic pathologist or other medical personnel may perform an autopsy (post-mortem) on the decedent
4. Undertaking a blood draw for the purposes of having toxicology tests performed on the blood drawn
5. Transporting the decedent to Olympic Medical Center and/or assist with taking x-rays of the decedent at Olympic Medical Center
6. Transporting the decedent to the Thurston County Coroner's Office.
7. Transporting the decedent to the Funeral Home of the family choice
8. Reimbursing the Contractor for completing all steps to lawfully dispose of indigent remains, i.e., those decedents who have no one claim the remains or pay for the lawful disposition of the remains.
9. Such other actions or steps as the Contractor and the Coroner agree are necessary.

This Agreement does NOT APPLY to situations outside of Coroner jurisdiction where the family or responsible party has chosen the Contractor as their funeral home.

COMPENSATION

1. ☒ FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee as is listed below:

SERVICE	FEE
Transportation of decedent from place of death	$520
Providing a body bag for the decedent	$90
Use of the Contractor's facility for an autopsy (post-mortem)	$*160
Toxicology draw	$60
Transport and assist with x-rays (Olympic Medical Center)	$140
Transport to/from King County Medical Examiner's Office	$325 each way, Contractor pays ferry or bridge tolls.
Transport to/from Contractor's funeral home to funeral home chosen by family	$110 for a single trip**
Refrigeration per 24 hours	$40
Services not listed here as invoiced to County by Contractor when performed in furtherance of County Coroner duties and performed at Coroner's written request.	$70/hour

*Regardless of whether the decedent was originally transported to a different funeral home.
** No fee shall be paid to the Contractor for the portion of a trip which occurs either after dropping off a human remain or before picking up a human remain or any trip where there is no human remain under Coroner jurisdiction in the vehicle. Contractor that takes Person A to a destination and then brings Person B back to Contractor's location may only charge 1 trip for A and 1 trip for B.

Each request for payment shall be supported by an invoice specifying the tasks completed in the prior month and the payment amount requested. Invoices shall be submitted for payment no later than the 15th day of the month.

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

   In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

   Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement at any time. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

   If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. The Contractor may, with or without good cause, terminate this contract upon not less than 30 days' written notice to the County (sending such notice to the person listed in Section 23) and timely termination by the Contractor shall not constitute a breach of contract or default. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

    (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

    (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

    (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement.

(a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following

actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. INTENTIONALLY BLANK

19. INTENTIONALLY BLANK

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. INTENTIONALLY BLANK

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to

the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Nathan Millett

Title: Deputy Coroner/Death Investigation Supervisor

Address: 223 E. 4th Street, Suite 11, Port Angeles, WA 98362

Telephone: (360) 565-2669

E-mail: nathan.millett@clallamcountywa.gov

Fax:

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Contractor recognizes the Coroner's Office may request assistance at any time of the day or night and it shall perform its duties and obligations under this Agreement in a manner consistent with good business practices and as soon as is practicable for them.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications

which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, then each party shall be responsible for payment of its own attorney fees and costs.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-17, 22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☒ Other (specify): As determined by the Contractor, but not less than twice annually.

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted as required by this section.

☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ COMMERCIAL GENERAL LIABILITY:

Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$50,000	per occurrence
	$1,000,000	aggregate

☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail) $1,000,000 per occurrence

☒ WORKERS COMPENSATION: Not less than the Statutory amount

☐	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	$	per occurrence
		$	aggregate
	Property damage liability	$	per occurrence
		$	aggregate
☒	BUSINESS AUTOMOBILE LIABILITY:	$500,000	per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

Failure to obtain and maintain the policies of insurance required by this Attachment D shall authorize the County to withhold all or a portion of the compensation otherwise due to the Contractor.

2d

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

DEC 2 6 2023

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date:** **12/11/2023**

REGULAR AGENDA ☒ **Meeting Date:** **12/26/2023**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 117.23.003
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
2024 STOP Violence Against Women Formula Grant. Total for 2024 is $16,901.
The funds from this grant will cover a portion of the salary for a Victim Witness Coordinator to better serve victims of domestic violence, sexual assault, dating violence, and stalking.

PLEASE NOTE FINAL SIGNATURE WILL BE FILED ELECTRONICALLY

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None. These grant funds are already addressed in the 2024 Budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve and electronically sign all required pages.

County Official signature & print name: Mark Nichols

Name of Employee/Stakeholder attending meeting: Christi Wojnowski

Relevant Departments: Prosecuting Attorney's Office

Date submitted: 12/6/2023

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

DocuSign Envelope ID: 28E16443-9043-46C0-ACA4-2A9F0BA71931

117.23.003

Washington State Department of Commerce

Federal Interagency Grant Agreement with

Clallam County Prosecuting Attorney's Office

through

Office of Crime Victims Advocacy
Community Services Division

Grant Number:
F23-31103-053

For

STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.

Dated: Monday, January 1, 2024

Washington State Department of Commerce

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Washington State Department of Commerce

Face Sheet

Grant Number: F23-31103-053

Community Services Division, Office of Crime Victims Advocacy
FFY 2023 Violence Against Women STOP Grant Program

☒ **Subrecipient**
☐ **Contractor**

1. Grantee CLALLAM, COUNTY OF DBA PROSECUTING ATTORNEY, 223 E 4TH ST STE 3 PORT ANGELES,WA 98362		**2. Grantee Doing Business As (as applicable)** Clallam County Prosecuting Attorney's Office	
3. Grantee Representative Christi Wojnowski Manager of Administration & Support (360) 417-2297 cwojnowski@co.clallam.wa.us		**4. COMMERCE Representative** Lisa Lipsey Program Coordinator (564) 669-3830 lisa.lipsey@commerce.wa.gov	PO Box 42525 98504-2525 1011 Plum Street SE Olympia, WA 98501
5. Grant Amount $16,901.00	**6. Funding Source** **Federal: ☑ State: ☐ Other: ☐ N/A: ☐**	**7. Start Date** 01/01/2024	**8. End Date** 12/31/2024
9. Federal Funds (as applicable) $16,901.00	**Federal Agency:** Department of Justice, OVW	**ALN** 16.588	**Indirect Rate** N/A
10. Tax ID # N/A	**11. SWV #** SWV0000200-12	**12. UBI #** 601639015	**13. UEI #** JV6JJNELRBS5

14. Grant Purpose
STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Award Acceptance, Attachment "B" – EEOP Compliance Certification Form, Attachment "C" – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters, Attachment "D" – Scope of Work, Attachment "E" – Budget, and Grantee's Application for Funding as submitted and approved by COMMERCE.

FOR GRANTEE	**FOR COMMERCE**
~~Mark Nichols~~ ~~Prosecuting Attorney~~ Name, Title	Cindy Guertin-Anderson, Deputy Director
Signature	Date
Date	**APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Washington State Department of Commerce

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Grantee enter into this Agreement pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 09/01/2021
Federal Award Identification Number (FAIN): 15JOVW-21-GG-00548-MUMU
Total amount of the federal award: $3,449,421.00
Total amount of federal award 15JOVW-21-GG-00548-MUMU funding in this grant: $0.00
Awarding official: Rosemarie Hildago, Director (202) 307-6026

Federal Award Date: 09/13/2022
Federal Award Identification Number (FAIN): 15JOVW-22-GG-00458-STOP
Total amount of the federal award: $3,060,021.0
Total amount of federal award 15JOVW-22-GG-00458-STOP funding in this grant: $0.00
Awarding official: Rosemarie Hildago, Director (202) 307-6026

Federal Award Date: 09/13/2023
Federal Award Identification Number (FAIN): 15JOVW-23-GG-00608-STOP
Total amount of the federal award: $3,784,202.00
Total amount of federal award 15JOVW-23-GG-00608-STOP funding in this grant: $16,901.00
Awarding official: Rosemarie Hildago, Director (202) 307-6026

The Grantee agrees that all materials and publications (written, web-based, visual, or any other format) resulting from grant activities shall contain the following statements:

"This project was supported by Subgrant No. **F23-31103-053** awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice. Grant funds are administered by the Office of Crime Victims Advocacy, Community Services Division, Washington State Department of Commerce."

3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 C.F.R. Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS AND DOJ GRANTS FINANCIAL GUIDE

The Grantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The current edition of the DOJ Grants Financial Guide can be found at: https://www.ojp.gov/doj-financial-guide-2022.

The Grantee also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for six (6) years after the Grant end date or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

5. AUDIT

If the Grantee expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

Submit to COMMERCE the reporting package specified in Uniform Guidance 2 C.F.R. 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the Federal Audit Clearinghouse.

6. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of program activities provided and receipt of properly completed invoices which shall be submitted to the Representative for COMMERCE at least quarterly, but not more than monthly.

Invoices shall be submitted to Lisa Lipsey, Program Coordinator, electronically by email to lisa.lipsey@commerce.wa.gov or via Secure Access Washington to the Commerce Contract Management System (CMS).

If required, the attachments to the invoice request in the Commerce Contract Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and COMMERCE will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Grant, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report.

7. COMPENSATION

COMMERCE shall pay an amount not to exceed **$16,901.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment D – Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment E – Budget.

Grantee shall provide a non-federal match. The total match to be provided shall be at least **$5,634.00** unless otherwise agreed upon and fulfilled by STOP Grant county partners. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. An expended amount of match funds must be identified on the invoice voucher form provided by COMMERCE.

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Payment will be on a reimbursement basis only.

Consultant/contractor fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day. Grantees are required to maintain documentation to support all daily or hourly rates.

Travel expenses incurred or paid by the Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the state of Washington Office of Financial Management Travel Regulations. Travel expenses are included in the maximum grant amount for this Grant. Current rates for travel may be accessed using the following link: https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf.

8. COMPLIANCE WITH 41 U.S.C. 4712 (INCLUDING PROHIBITIONS ON REPRISAL; NOTICE TO EMPLOYEES)

The Grantee, and any subgrantee at any tier, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Grantee is to contact COMMERCE for guidance.

9. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PARTS 38, 42, AND 54

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Grantee and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Grantees and subgrantees that are faith-based or religious organizations.

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10. COMPLIANCE WITH GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS

The Grantee, and any subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at: https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by the Grantee (or a subgrantee) would or might fall within the scope of an appropriations-law restriction, the Grantee is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.

11. COMPUTER NETWORK REQUIREMENT

Grantees may not use any award funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities or victim assistance-related activity.

12. CONFERENCES, MEETINGS, AND TRAININGS

The Grantee, and any subgrantee, must comply with all applicable laws, regulations, policies, and official Department of Justice (DOJ) guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ, including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the Office on Violence Against Women (OVW) website at: https://www.justice.gov/ovw/conference-planning.

OVW Training Guiding Principles

The Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at: https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf.

Food and Beverage Costs

The Grantee agrees STOP Formula Grant Program funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: https://www.justice.gov/ovw/page/file/1008816/download.

13. CONFIDENTIALITY AND INFORMATION SHARING

The Grantee agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 C.F.R. 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at: https://www.justice.gov/ovw/resources-and-faqs-grantees. The Grantee also agrees to ensure that all subgrantees at any tier meet these requirements.

14. COPYRIGHTED WORKS

Pursuant to 2 C.F.R. 200.315(b), the Grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Grant. The Office on Violence Against Women (OVW) reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subgrantee of this Grant, for federal purposes, and to authorize others to do so.

In addition, the Grantee (or any subgrantee, contractor, or subcontractor of this Grant at any tier) must obtain advance written approval from the COMMERCE representative assigned to this Grant, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using Grant funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this Grant.

It is the responsibility of the Grantee (and of each subgrantee, contractor, or subcontractor as applicable) to ensure that this condition is included in any subgrant, contract, or subcontract under this award.

15. DEBARMENT

A. Grantee, defined as the primary participant and its principals, certifies by signing these Special Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Grantee may contact COMMERCE for assistance in obtaining a copy of these regulations.

16. DETERMINATIONS OF SUITABILITY TO INTERACT WITH PARTICIPATING MINORS

The Grantee, and any subgrantee at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at: https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

18. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

19. GRANT MODIFICATION

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may analyze Grant expenditures as a proportion of the Grant budget. If COMMERCE determines, in its sole discretion, that the Grant funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Grant to reduce the balance of the Grant budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other Grantees for the provision of eligible program activities.

20. INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of up to ten percent (10%) of modified total direct costs (MTDC) may be used.

21. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

22. NON-COMPLIANCE WITH NON-DISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this Grant may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant.

23. NON-SUPPLANTING

The Grantee agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this Grant. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this Grant, recoupment of monies provided under this Grant, and civil and/or criminal penalties.

24. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NONCOMPLIANCE

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the Grantee, any subgrantee at any tier, or a program partner or participant receiving Grant funds, the Grantee will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and COMMERCE.

The Grantee, and any subgrantee at any tier, shall include a statement clearly stating whether or not the finding is related to any Grant activity supported with a Grant in which U.S. Department of Justice funds are involved, and identify all open grants and contracts utilizing U.S. Department of Justice funding by grant or contract number and program title.

25. ONGOING COMPLIANCE WITH STATUTORY CERTIFICATIONS

The Grantee agrees that compliance with the statutory certification requirements is an ongoing responsibility during the Grant period and that, at a minimum, a hold may be placed on the Grantee's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-centered prosecution), and 34 U.S.C. 10446(d)(6) (regarding award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the Grant or other remedial measures, in accordance with applicable laws and regulations.

26. POLICY FOR RESPONSE TO WORKPLACE-RELATED INCIDENTS OF SEXUAL MISCONDUCT, DOMESTIC VIOLENCE, AND DATING VIOLENCE

The Grantee, and any subgrantee at any tier, must have a policy, or issue a policy within 270 days of the Grant start date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at: https://www.justice.gov/ovw/award-conditions

(Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

27. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 U.S.C. 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. POTENTIAL FRAUD, WASTE, ABUSE, AND SIMILAR MISCONDUCT

The Grantee agrees to promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

All Grantees must establish procurement policies and procedures in accordance with 2 C.F.R. Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.

B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

C. Minimum procedural requirements, as follows:

1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
3. Positive efforts shall be made to use small and minority-owned businesses.
4. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
5. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
6. Some form of price or cost analysis should be performed in connection with every procurement action.
7. Procurement records and files for purchases shall include all of the following:
   a. Subcontractor selection or rejection.

b. The basis for the cost or price.

c. Justification for lack of competitive bids if offers are not obtained.

8. A system for contract administration to ensure subcontractor conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.

D. Grantee and any subgrantees must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Grant is expected to exceed $5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

30. REPORTING

The Grantee shall submit an annual progress report electronically on a form provided by COMMERCE for the work performed. The electronic report is due to COMMERCE **January 15, 2025** (for the performance period January 1, 2024 through December 31, 2024). The Grantee shall maintain documentation and records that support the progress report.

31. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

The Grantee, and any subgrantee at any tier, must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Grantee's breach procedures, and the procedures of any subgrantee at any tier, must include a requirement to report actual or imminent breach of PII to COMMERCE no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

32. REQUIREMENTS PERTAINING TO PROHIBITED CONDUCT RELATED TO THE TRAFFICKING IN PERSONS (INCLUDING REPORTING REQUIREMENTS AND OVW AUTHORITY TO TERMINATE AWARD)

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Grantee, subgrantees, or individuals defined (for purposes of this condition) as "employees" of the Grantee or of any subgrantees. The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at: https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

33. REQUIREMENTS RELATED TO SYSTEM FOR AWARD MANAGEMENT AND UNIQUE ENTITY IDENTIFIERS

Grantees must have obtained a Unique Entity Identifier from the System for Award Management (SAM), currently at https://www.sam.gov, and provided their Unique Entity Identifier to OCVA. Grantees are not required to maintain an active SAM registration, but must obtain a Unique Entity Identifier.

34. RESTRICTIONS ON "LOBBYING" AND POLICY DEVELOPMENT

In general, as a matter of federal law, federal funds may not be used by the Grantee, or any subgrantee at any tier, either directly or indirectly, in support of the enactment, repeal, modification or

adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The Grantee, or any subgrantee may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by the Office on Violence Against Women from being used by the Grantee, or any subgrantee at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, grant, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by the Grantee (or any subgrantee) would or might fall within the scope of these prohibitions, the Grantee is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.

35. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, Grantees are required to make reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at: www.lep.gov.

36. STATUTORY AND REGULATORY REQUIREMENTS

The Grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq. and OVW's implementing regulations at 28 C.F.R. Part 90.

37. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees/subcontractors and the portion of Grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors. "Subgrantees/subcontractors" shall mean subgrantees of any tier.

38. VAWA 2013 NON-DISCRIMINATION PROVISION

The Grantee acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Grant. Grantees may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the programs, so long as the Grantee provides comparable services to those who cannot be provided with sex-segregated or sex-specific programming. The Grantee agrees that it will comply with this provision.

The Grantee also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

39. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- Attachment A: Award Acceptance
- Attachment B: EEOP Compliance Certification Form
- Attachment C: Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters
- Attachment D: Scope of Work
- Attachment E: Budget
- General Terms and Conditions
- Application for Funding as submitted and approved by COMMERCE

General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.

D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.

E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

G. "State" shall mean the state of Washington.

H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

I. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant or contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

J. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grant without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within 24 hours of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The

Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

11. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten (10) calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

15. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

16. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

A. Stop work under the Grant on the date, and to the extent specified, in the notice;

B. Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grantee unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Award Acceptance

By signing the certification below, I--

A. Declare to the U.S. Department of Justice (DOJ), and COMMERCE under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance:

1. I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and
2. I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant:

1. I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ and COMMERCE will rely upon this declaration and certification as a material representation; and
2. I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Clallam County Prosecuting Attorney's Office
Agency Name

Mark Nichols	Prosecuting Attorney
Name of Authorized Official	Title of Authorized Official
Mark Nichols	Nov. 30, 2023
Signature of Authorized Official	Date

Washington State Department of Commerce

Attachment B: EEOP Compliance Certification Form

Recipient's Name: Clallam County Prosecuting Attorney's Office	
Address: DBA PROSECUTING ATTORNEY 223 E 4TH ST STE 3, PORT ANGELES, WA 98362	
Is agency a ☐ Direct or ☑ Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? ☐ Yes ☐ No
UEI Number: JV6JJNELRBS5	Vendor Number (only if direct recipient): N/A
Name and Title of Contact Person: Christi Wojnowski, Manager of Administration & Support	
Telephone Number: (360) 417-2297	E-Mail Address: cwojnowski@co.clallam.wa.us

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

☐ Less than fifty employees. ☐ Indian tribe. ☐ Medical Institution.

☐ Nonprofit Organization. ☐ Educational Institution. ☐ Receiving an award less than $25,000

I, _____ [*responsible official*], certify that [*recipient*] is not required to prepare an EEOP for the reason(s) checked above, pursuit to 28 C.F.R. § 42.302. I further certify that _____ [*recipient*] will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

_____

Print or Type Name and Title *Signature* *Date*

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient has fifty or more employees and is receiving a single award or, subaward of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Tammy Sullenger [*responsible official*], certify that Clallam County [*recipient*] Which has fifty or more employees and is receiving a single award for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 C.F.R. pt. 42, subpt E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Clallam County Human Resources

[organization],

223 E 4th Street, Port Angeles, WA 98362

[address].

Tammy Sullenger Sr Risk Mgmt Prof Tammy Sullenger 12/05/23

Print or Type Name and Title *Signature* *Date*

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 C.F.R. pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

_____

Print or Type Name and Title *Signature* *Date*

DocuSign Envelope ID: 28E16443-9043-46C0-ACA4-2A9F0BA71931

Attachment C: Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

A. In accepting this award, the recipient—

1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

B. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

1. it represents that—

   a. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   b. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

2. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Clallam County Prosecuting Attorney's Office
Agency Name

Mark Nichols — Prosecuting Attorney
Name of Authorized Official — Title of Authorized Official

Mark Nichols — Nov. 30, 2023
Signature of Authorized Official — Date

Attachment D: Scope of Work

January 1, 2024 through December 31, 2024

Clallam County Prosecuting Attorney's Office shall provide staff and furnish goods and services necessary to accomplish the activities under the STOP Violence Against Women Formula Grant Program during the Grant period.

This Grant is not a Benefit or Entitlement to the Grantee. It is not to be used to acquire property or services for the state government's direct benefit. The principle purpose of this Grant is to provide funding for Clallam County Prosecuting Attorney's Office to accomplish a public purpose.

Funding from this Grant must be used to support the Grantee's STOP Violence Against Women Formula Grant Program. Grantee must ensure that activities funded under this Grant program are available to adult or youth victims (ages 11 or older) of domestic violence, sexual assault, stalking or dating violence during Grantee's regular business hours and shall include, but not be limited to:

- System-based advocacy on behalf of the victim;
- information and support for victims;
- assistance with obtaining protection orders or other court documents;
- assistance with restitution;
- assistance in accessing Crime Victims Compensation benefits;
- notification of hearings and other relevant events;
- referrals to other agencies which can provide information for a victim;
- active collaboration with victim services and law enforcement to ensure a supportive and strong coordinated response for victims of domestic violence, sexual assault, dating violence, and/or stalking; and
- ensuring that goods and services, supplies or direct costs supported by this grant program are related to issues involving adult or youth victims (ages 11 or older) of domestic violence, sexual assault, dating violence and/or stalking.

Services provided must be consistent with current state and federal laws and mandates.

Outreach, Public Awareness and Education Activities

Grant funds may only be used to support, inform, and outreach to victims about available services. Grantee agrees Grant funds cannot be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault or stalking.

Coordinated Community Response Team

The Grantee and subgrantees, if applicable, shall participate at least quarterly, in the county's Coordinated Community Response Team to increase the safety of victims of domestic violence, sexual assault, dating violence and/or stalking and hold offenders accountable. OCVA Program Staff may conduct periodic checks for compliance with participation in the CCR Team. Noncompliance may result in suspension of payments to Grantee under this Grant.

Victim Safety and Recovery

The Grantee and subgrantees, if applicable, agree that these funds will not support activities that compromise victim safety and recovery and undermine offender accountability, such as:

A. Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition,

criminal record, work in the sex industry, income or lack of income, or the age and/or sex of their children.

B. Procedures or policies that compromise the confidentiality of information and/or privacy of persons receiving services.

C. Procedures or policies that require victims to take certain actions (e.g., seek an order of protection, receive counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies) in order to receive services.

D. Procedures or policies that fail to include conducting safety planning with victims.

E. Project designs, products, services, and/or budgets that fail to account for the unique needs of individuals with disabilities, with limited English proficiency, or who are Deaf or hard of hearing, including accessibility for such individuals.

The Office on Violence Against Women (OVW) does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Deliverables

The Grantee shall be responsible for the following deliverables:

A. Participation in coordinated community response meetings at least quarterly – As detailed above

B. Reports – As described in Section 30 of the Special Terms and Conditions

C. Vouchers – Must be submitted at least quarterly

Performance Measures

Provision of the deliverables listed above will be measured using the following performance measures:

A. Participation in at least 75% of coordinated community response meetings

B. 100% of required reports will be submitted on time

C. 90% of vouchers will be completed on time

Attachment E: Budget

January 1, 2024 through December 31, 2024

Budget	STOP - Prosecution
Salaries	$16,901.00
Grant Total	$16,901.00
Match	$5,634.00
Project Total	$22,535.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

The cost of allowable equipment purchased with these funds must be prorated to Grant activity usage, unless items are used 90% or more on Grant activities. Equipment authorized to be purchased with Grant funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution. Equipment must also be purchased within the first quarter of the Grant.

Printing of Materials: OCVA must forward requests to print brochures, billboards, and other publications developed with grant funds to the Office on Violence Against Women not less than twenty (20) days prior to public release of the materials. If approved, the printing must be completed within the first three (3) months of the Grant.

Food and Beverage Costs: The Grantee agrees Grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: https://www.justice.gov/ovw/page/file/1008816/download.

Consultant/contractor fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day. Grantees are required to maintain documentation to support all daily or hourly rates.

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Washington State Department of Commerce

DocuSign Contract Review and Routing Form

Office of Crime Victims Advocacy

Reviewed by:	Title:	I verify that I have:	Date:
Lisa Lipsey	Grant Manager	Proofed documents	11/27/2023 | 10:23 AM PST
Jodine Honeysett	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	11/27/2023 | 11:58 AM PST
Trisha Smith	Assistant or Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	11/27/2023 | 1:22 PM PST

Use if Grant Manager needs to verify Grantee submission before Assistant Director's signature			
Reviewed by:	**Title:**	**I verify that I have:**	**Date:**
	Grant Manager	Checked that Grantee has completed all required certifications and/or forms	

DocuSign

Certificate Of Completion

Envelope Id: 28E16443904346C0ACA42A9F0BA71931
Status: Sent
Subject: Complete with DocuSign: OCVA FFY 2023 VAWA STOP Grant - Clallam County PAO
Division:
Community Services and Housing
Program: OCVA
ContractNumber: F23-31103-053
DocumentType: Contract
Source Envelope:
Document Pages: 28
Signatures: 0
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kelly Tracy
1011 Plum Street SE
MS 42525
Olympia, WA 98504-2525
kelly.tracy@commerce.wa.gov
IP Address: 198.239.106.250

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Signer Events	Signature	Timestamp
Lisa Lipsey lisa.lipsey@commerce.wa.gov Washington State Department of Commerce Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 147.55.134.90	Sent: 11/21/2023 5:09:28 PM Viewed: 11/27/2023 10:21:44 AM Signed: 11/27/2023 10:23:02 AM
Jodine Honeysett jodine.honeysett@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.239.10.247	Sent: 11/27/2023 10:23:03 AM Viewed: 11/27/2023 11:57:10 AM Signed: 11/27/2023 11:58:24 AM
Trisha Smith trisha.smith@commerce.wa.gov AMD WA State Dept of Commerce Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 147.55.149.158	Sent: 11/27/2023 11:58:25 AM Viewed: 11/27/2023 1:21:54 PM Signed: 11/27/2023 1:22:09 PM
Mark Nichols mark.nichols@clallamcountywa.gov Prosecuting Attorney Clallam County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/30/2023 7:53:56 AM ID: 763a9382-de1c-4521-983d-6b6b84b12281		Sent: 11/27/2023 1:22:11 PM Viewed: 11/30/2023 7:53:56 AM

Signer Events	Signature	Timestamp
Cindy Guertin-Anderson cindy.guertin-anderson@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/21/2023 5:09:28 PM

Payment Events	Status	Timestamps

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

2e

DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 811-23-15
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: This STOP Violence Against Women Formula Grant, state contract F23-31103-054, is an annual renewal providing reimbursement for eligible training costs for law enforcement deputies or officers from the Sheriff's Office, Port Angeles Police Department, and Sequim Police Department. This year also provides funding for the purchase of a specialized camera capable of capturing evidentiary quality photos of deep tissue discoloration regardless of skin tone. The total award is $12,000 for the period of Jan – Dec, 2024.

Budgetary impact: Will be added via supplemental.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Beth Waknitz

Relevant Departments: Sheriff

Date submitted: 12/6/23

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

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811-23-15

Washington State Department of Commerce

Federal Interagency Grant Agreement with

Clallam County Sheriff's Office

through

Office of Crime Victims Advocacy

Community Services Division

Grant Number:
F23-31103-054

For

STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.

Dated: Monday, January 1, 2024

Washington State Department of Commerce

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Washington State Department of Commerce

Face Sheet

Grant Number: F23-31103-054

Community Services Division, Office of Crime Victims Advocacy ☒**Subrecipient**
FFY 2023 Violence Against Women STOP Grant Program ☐**Contractor**

1. Grantee	2. Grantee Doing Business As (as applicable)
CLALLAM, COUNTY OF DBA SHERIFF, 223 E 4TH ST STE 3 PORT ANGELES,WA 98362	Clallam County Sheriff's Office
3. Grantee Representative	**4. COMMERCE Representative**
Elizabeth Waknitz Chief Civil Deputy (360) 417-2393 elizabeth.waknitz@clallamcountywa.gov	Lisa Lipsey Program Coordinator (564) 669-3830 lisa.lipsey@commerce.wa.gov PO Box 42525 98504-2525 1011 Plum Street SE Olympia, WA 98501

5. Grant Amount	6. Funding Source	7. Start Date	8. End Date
$12,000.00	Federal: ☑ State: ☐ Other: ☐ N/A: ☐	01/01/2024	12/31/2024

9. Federal Funds (as applicable)	Federal Agency:	ALN	Indirect Rate
$12,000.00	Department of Justice, OVW	16.588	N/A

10. Tax ID #	11. SWV #	12. UBI #	13. UEI #
N/A	SWV0000200-05	054004559	JV6JJNELRBS5

14. Grant Purpose
STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Award Acceptance, Attachment "B" – EEOP Compliance Certification Form, Attachment "C" – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters, Attachment "D" – Scope of Work, Attachment "E" – Budget, and Grantee's Application for Funding as submitted and approved by COMMERCE.

FOR GRANTEE	FOR COMMERCE
Mark Ozias Chair, County Commissioners Name, Title	Cindy Guertin-Anderson, Deputy Director
Signature	Date
Date	**APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE**

Approved as to Form
Deputy Prosecutor

Washington State Department of Commerce

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Grantee enter into this Agreement pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 09/01/2021
Federal Award Identification Number (FAIN): 15JOVW-21-GG-00548-MUMU
Total amount of the federal award: $3,449,421.00
Total amount of federal award 15JOVW-21-GG-00548-MUMU funding in this grant: $0.00
Awarding official: Rosemarie Hildago, Director (202) 307-6026

Federal Award Date: 09/13/2022
Federal Award Identification Number (FAIN): 15JOVW-22-GG-00458-STOP
Total amount of the federal award: $3,060,021.0
Total amount of federal award 15JOVW-22-GG-00458-STOP funding in this grant: $0.00
Awarding official: Rosemarie Hildago, Director (202) 307-6026

Federal Award Date: 09/13/2023
Federal Award Identification Number (FAIN): 15JOVW-23-GG-00608-STOP
Total amount of the federal award: $3,784,202.00
Total amount of federal award 15JOVW-23-GG-00608-STOP funding in this grant: $12,000.00
Awarding official: Rosemarie Hildago, Director (202) 307-6026

The Grantee agrees that all materials and publications (written, web-based, visual, or any other format) resulting from grant activities shall contain the following statements:

"This project was supported by Subgrant No. **F23-31103-054** awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice. Grant funds are administered by the Office of Crime Victims Advocacy, Community Services Division, Washington State Department of Commerce."

3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 C.F.R. Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS AND DOJ GRANTS FINANCIAL GUIDE

The Grantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The current edition of the DOJ Grants Financial Guide can be found at: https://www.ojp.gov/doj-financial-guide-2022.

The Grantee also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for six (6) years after the Grant end date or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

Washington State Department of Commerce

5. AUDIT

If the Grantee expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

Submit to COMMERCE the reporting package specified in Uniform Guidance 2 C.F.R. 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the *Federal Audit Clearinghouse*.

6. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of program activities provided and receipt of properly completed invoices which shall be submitted to the Representative for COMMERCE at least quarterly, but not more than monthly.

Invoices shall be submitted to Lisa Lipsey, Program Coordinator, electronically by email to lisa.lipsey@commerce.wa.gov or via Secure Access Washington to the Commerce Contract Management System (CMS).

If required, the attachments to the invoice request in the Commerce Contract Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and COMMERCE will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Grant, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report.

Washington State Department of Commerce

7. COMPENSATION

COMMERCE shall pay an amount not to exceed **$12,000.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment D – Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment E – Budget.

Grantee shall provide a non-federal match. The total match to be provided shall be at least **$4,000.00** unless otherwise agreed upon and fulfilled by STOP Grant county partners. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. An expended amount of match funds must be identified on the invoice voucher form provided by COMMERCE.

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Payment will be on a reimbursement basis only.

Consultant/contractor fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day. Grantees are required to maintain documentation to support all daily or hourly rates.

Travel expenses incurred or paid by the Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the state of Washington Office of Financial Management Travel Regulations. Travel expenses are included in the maximum grant amount for this Grant. Current rates for travel may be accessed using the following link: https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf.

8. COMPLIANCE WITH 41 U.S.C. 4712 (INCLUDING PROHIBITIONS ON REPRISAL; NOTICE TO EMPLOYEES)

The Grantee, and any subgrantee at any tier, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Grantee is to contact COMMERCE for guidance.

9. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PARTS 38, 42, AND 54

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Grantee and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Grantees and subgrantees that are faith-based or religious organizations.

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10. COMPLIANCE WITH GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS

The Grantee, and any subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at: https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by the Grantee (or a subgrantee) would or might fall within the scope of an appropriations-law restriction, the Grantee is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.

11. COMPUTER NETWORK REQUIREMENT

Grantees may not use any award funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities or victim assistance-related activity.

12. CONFERENCES, MEETINGS, AND TRAININGS

The Grantee, and any subgrantee, must comply with all applicable laws, regulations, policies, and official Department of Justice (DOJ) guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ, including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the Office on Violence Against Women (OVW) website at: https://www.justice.gov/ovw/conference-planning.

OVW Training Guiding Principles

The Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at: https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf.

Food and Beverage Costs

The Grantee agrees STOP Formula Grant Program funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: https://www.justice.gov/ovw/page/file/1008816/download.

13. CONFIDENTIALITY AND INFORMATION SHARING

The Grantee agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 C.F.R. 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at: https://www.justice.gov/ovw/resources-and-faqs-grantees. The Grantee also agrees to ensure that all subgrantees at any tier meet these requirements.

14. COPYRIGHTED WORKS

Pursuant to 2 C.F.R. 200.315(b), the Grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Grant. The Office on Violence Against Women (OVW) reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subgrantee of this Grant, for federal purposes, and to authorize others to do so.

In addition, the Grantee (or any subgrantee, contractor, or subcontractor of this Grant at any tier) must obtain advance written approval from the COMMERCE representative assigned to this Grant, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using Grant funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this Grant.

It is the responsibility of the Grantee (and of each subgrantee, contractor, or subcontractor as applicable) to ensure that this condition is included in any subgrant, contract, or subcontract under this award.

15. DEBARMENT

A. Grantee, defined as the primary participant and its principals, certifies by signing these Special Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Grantee may contact COMMERCE for assistance in obtaining a copy of these regulations.

16. DETERMINATIONS OF SUITABILITY TO INTERACT WITH PARTICIPATING MINORS

The Grantee, and any subgrantee at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at: https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

18. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

19. GRANT MODIFICATION

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may analyze Grant expenditures as a proportion of the Grant budget. If COMMERCE determines, in its sole discretion, that the Grant funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Grant to reduce the balance of the Grant budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other Grantees for the provision of eligible program activities.

20. INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of up to ten percent (10%) of modified total direct costs (MTDC) may be used.

21. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

22. NON-COMPLIANCE WITH NON-DISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this Grant may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant.

23. NON-SUPPLANTING

The Grantee agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this Grant. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this Grant, recoupment of monies provided under this Grant, and civil and/or criminal penalties.

24. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NONCOMPLIANCE

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the Grantee, any subgrantee at any tier, or a program partner or participant receiving Grant funds, the Grantee will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and COMMERCE.

The Grantee, and any subgrantee at any tier, shall include a statement clearly stating whether or not the finding is related to any Grant activity supported with a Grant in which U.S. Department of Justice funds are involved, and identify all open grants and contracts utilizing U.S. Department of Justice funding by grant or contract number and program title.

25. ONGOING COMPLIANCE WITH STATUTORY CERTIFICATIONS

The Grantee agrees that compliance with the statutory certification requirements is an ongoing responsibility during the Grant period and that, at a minimum, a hold may be placed on the Grantee's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-centered prosecution), and 34 U.S.C. 10446(d)(6) (regarding award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the Grant or other remedial measures, in accordance with applicable laws and regulations.

26. POLICY FOR RESPONSE TO WORKPLACE-RELATED INCIDENTS OF SEXUAL MISCONDUCT, DOMESTIC VIOLENCE, AND DATING VIOLENCE

The Grantee, and any subgrantee at any tier, must have a policy, or issue a policy within 270 days of the Grant start date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at: https://www.justice.gov/ovw/award-conditions

(Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

27. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 U.S.C. 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. POTENTIAL FRAUD, WASTE, ABUSE, AND SIMILAR MISCONDUCT

The Grantee agrees to promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

All Grantees must establish procurement policies and procedures in accordance with 2 C.F.R. Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.

B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

C. Minimum procedural requirements, as follows:

1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
3. Positive efforts shall be made to use small and minority-owned businesses.
4. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
5. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
6. Some form of price or cost analysis should be performed in connection with every procurement action.
7. Procurement records and files for purchases shall include all of the following:
   a. Subcontractor selection or rejection.

b. The basis for the cost or price.

c. Justification for lack of competitive bids if offers are not obtained.

8. A system for contract administration to ensure subcontractor conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.

D. Grantee and any subgrantees must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Grant is expected to exceed $5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

30. REPORTING

The Grantee shall submit an annual progress report electronically on a form provided by COMMERCE for the work performed. The electronic report is due to COMMERCE **January 15, 2025** (for the performance period January 1, 2024 through December 31, 2024). The Grantee shall maintain documentation and records that support the progress report.

31. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

The Grantee, and any subgrantee at any tier, must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Grantee's breach procedures, and the procedures of any subgrantee at any tier, must include a requirement to report actual or imminent breach of PII to COMMERCE no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

32. REQUIREMENTS PERTAINING TO PROHIBITED CONDUCT RELATED TO THE TRAFFICKING IN PERSONS (INCLUDING REPORTING REQUIREMENTS AND OVW AUTHORITY TO TERMINATE AWARD)

The Grantee, and any subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Grantee, subgrantees, or individuals defined (for purposes of this condition) as "employees" of the Grantee or of any subgrantees. The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at: https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

33. REQUIREMENTS RELATED TO SYSTEM FOR AWARD MANAGEMENT AND UNIQUE ENTITY IDENTIFIERS

Grantees must have obtained a Unique Entity Identifier from the System for Award Management (SAM), currently at https://www.sam.gov, and provided their Unique Entity Identifier to OCVA. Grantees are not required to maintain an active SAM registration, but must obtain a Unique Entity Identifier.

34. RESTRICTIONS ON "LOBBYING" AND POLICY DEVELOPMENT

In general, as a matter of federal law, federal funds may not be used by the Grantee, or any subgrantee at any tier, either directly or indirectly, in support of the enactment, repeal, modification or

adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The Grantee, or any subgrantee may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by the Office on Violence Against Women from being used by the Grantee, or any subgrantee at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, grant, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by the Grantee (or any subgrantee) would or might fall within the scope of these prohibitions, the Grantee is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.

35. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, Grantees are required to make reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at: www.lep.gov.

36. STATUTORY AND REGULATORY REQUIREMENTS

The Grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq. and OVW's implementing regulations at 28 C.F.R. Part 90.

37. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees/subcontractors and the portion of Grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors. "Subgrantees/subcontractors" shall mean subgrantees of any tier.

38. VAWA 2013 NON-DISCRIMINATION PROVISION

The Grantee acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Grant. Grantees may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the programs, so long as the Grantee provides comparable services to those who cannot be provided with sex-segregated or sex-specific programming. The Grantee agrees that it will comply with this provision.

The Grantee also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

39. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- Attachment A: Award Acceptance
- Attachment B: EEOP Compliance Certification Form
- Attachment C: Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters
- Attachment D: Scope of Work
- Attachment E: Budget
- General Terms and Conditions
- Application for Funding as submitted and approved by COMMERCE

Washington State Department of Commerce

General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.

D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.

E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

G. "State" shall mean the state of Washington.

H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

I. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant or contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

J. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Washington State Department of Commerce

4. ASSIGNMENT

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grant without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within 24 hours of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The

Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

11. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Washington State Department of Commerce

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten (10) calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

15. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

16. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

A. Stop work under the Grant on the date, and to the extent specified, in the notice;

B. Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grantee unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Award Acceptance

By signing the certification below, I--

A. Declare to the U.S. Department of Justice (DOJ), and COMMERCE under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance:

1. I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and
2. I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant:

1. I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ and COMMERCE will rely upon this declaration and certification as a material representation; and
2. I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Clallam County Sheriff's Office
Agency Name

Mark Ozias	Chair, County Commissioners
Name of Authorized Official	Title of Authorized Official
Signature of Authorized Official	Date

Approved as to Form
Deputy Prosecutor

Attachment B: EEOP Compliance Certification Form

Recipient's Name: Clallam County Sheriff's Office	
Address: DBA SHERIFF 223 E 4TH ST STE 3, PORT ANGELES, WA 98362	
Is agency a ☐ Direct or ☑ Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? ☐ Yes ☐ No
UEI Number: JV6JJNELRBS5	Vendor Number (only if direct recipient): N/A
Name and Title of Contact Person: Elizabeth Waknitz, Chief Civil Deputy	
Telephone Number: (360) 417-2393	E-Mail Address: Elizabeth.waknitz@clallamcountywa.gov

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

☐ Less than fifty employees. ☐ Indian tribe. ☐ Medical Institution.

☐ Nonprofit Organization. ☐ Educational Institution. ☐ Receiving an award less than $25,000

I, _____ [*responsible official*], certify that [*recipient*] is not required to prepare an EEOP for the reason(s) checked above, pursuit to 28 C.F.R. § 42.302.
I further certify that _____ [*recipient*] will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title *Signature* *Date*

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient has fifty or more employees and is receiving a single award or, subaward of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [*responsible official*], certify that _____ [*recipient*] Which has fifty or more employees and is receiving a single award for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 C.F.R. pt. 42, subpt E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____
[organization],

_____
[address].

Print or Type Name and Title *Signature* *Date*

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 C.F.R. pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title *Signature* *Date*

Attachment C: Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

A. In accepting this award, the recipient—

1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

B. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

1. it represents that—

   a. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   b. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

2. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Clallam County Sheriff's Office
Agency Name

Mark Ozias — Chair, Board of Commissioners
Name of Authorized Official — Title of Authorized Official

Signature of Authorized Official — Date

Attachment D: Scope of Work

January 1, 2024 through December 31, 2024

Clallam County Sheriff's Office shall provide staff and furnish goods and services necessary to accomplish the activities under the STOP Violence Against Women Formula Grant Program during the Grant period.

This Grant is not a Benefit or Entitlement to the Grantee. It is not to be used to acquire property or services for the state government's direct benefit. The principle purpose of this Grant is to provide funding for Clallam County Sheriff's Office to accomplish a public purpose.

Funding from this Grant must be used to support the Grantee's STOP Violence Against Women Formula Grant Program. Grantee must ensure that activities funded under this Grant program are available to adult or youth victims (ages 11 or older) of domestic violence, sexual assault, stalking or dating violence during Grantee's regular business hours and shall include, but not be limited to:

- training related to crimes involving adult or youth victims (ages 11 and older) of domestic violence, sexual assault, dating violence, and/or stalking;
- training focusing on topics or issues that will increase efforts to hold offenders accountable while enhancing law enforcement's response to adult or youth victims (ages 11 and older) of sexual assault, domestic violence, dating violence, or stalking;
- attend local and/or national training sessions;
- active collaboration with victim services and prosecution to ensure a supportive and strong coordinated response for victims of domestic violence; sexual assault, dating violence, and stalking; and
- ensuring that goods and services, supplies or administrative costs supported by this grant program are related to issues involving adult or youth victims (ages 11 and older) of domestic violence, sexual assault, dating violence or stalking.

Services provided must be consistent with current state and federal laws and mandates.

Outreach, Public Awareness and Education Activities

Grant funds may only be used to support, inform, and outreach to victims about available services. Grantee agrees Grant funds cannot be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault or stalking.

Coordinated Community Response Team

The Grantee and subgrantees, if applicable, shall participate at least quarterly, in the county's Coordinated Community Response Team to increase the safety of victims of domestic violence, sexual assault, dating violence and/or stalking and hold offenders accountable. OCVA Program Staff may conduct periodic checks for compliance with participation in the CCR Team. Noncompliance may result in suspension of payments to Grantee under this Grant.

Victim Safety and Recovery

The Grantee and subgrantees, if applicable, agree that these funds will not support activities that compromise victim safety and recovery and undermine offender accountability, such as:

A. Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, income or lack of income, or the age and/or sex of their children.

B. Procedures or policies that compromise the confidentiality of information and/or privacy of persons receiving services.

Approved as to Form
Deputy Prosecutor

C. Procedures or policies that require victims to take certain actions (e.g., seek an order of protection, receive counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies) in order to receive services.

D. Procedures or policies that fail to include conducting safety planning with victims.

E. Project designs, products, services, and/or budgets that fail to account for the unique needs of individuals with disabilities, with limited English proficiency, or who are Deaf or hard of hearing, including accessibility for such individuals.

The Office on Violence Against Women (OVW) does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Deliverables

The Grantee shall be responsible for the following deliverables:

A. Participation in coordinated community response meetings at least quarterly – As detailed above

B. Reports – As described in Section 30 of the Special Terms and Conditions

C. Vouchers – Must be submitted at least quarterly

Performance Measures

Provision of the deliverables listed above will be measured using the following performance measures:

A. Participation in at least 75% of coordinated community response meetings

B. 100% of required reports will be submitted on time

C. 90% of vouchers will be completed on time

Attachment E: Budget

January 1, 2024 through December 31, 2024

Budget	STOP - Law Enforcement
Subgrantees	$4,000.00
Goods and Services	$8,000.00
Grant Total	$12,000.00
Match	$4,000.00
Project Total	$16,000.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

The cost of allowable equipment purchased with these funds must be prorated to Grant activity usage, unless items are used 90% or more on Grant activities. Equipment authorized to be purchased with Grant funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution. Equipment must also be purchased within the first quarter of the Grant.

Printing of Materials: OCVA must forward requests to print brochures, billboards, and other publications developed with grant funds to the Office on Violence Against Women not less than twenty (20) days prior to public release of the materials. If approved, the printing must be completed within the first three (3) months of the Grant.

Food and Beverage Costs: The Grantee agrees Grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: https://www.justice.gov/ovw/page/file/1008816/download.

Consultant/contractor fees may not exceed $650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed $81.25 per hour for less than an eight-hour day. Grantees are required to maintain documentation to support all daily or hourly rates.

DocuSign Envelope ID: 12F0C3EC-3B27-40BA-A65D-C3ABAB272107

Washington State Department of Commerce

DocuSign Contract Review and Routing Form

Office of Crime Victims Advocacy

Reviewed by:	Title:	I verify that I have:	Date:
Lisa Lipsey	Grant Manager	Proofed documents	11/27/2023 | 10:09 AM PST
Jodine Honeysett	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	11/27/2023 | 10:49 AM PST
Trisha Smith	Assistant or Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	11/27/2023 | 1:25 PM PST

Use if Grant Manager needs to verify Grantee submission before Assistant Director's signature			
Reviewed by:	**Title:**	**I verify that I have:**	**Date:**
	Grant Manager	Checked that Grantee has completed all required certifications and/or forms	

DocuSign

Certificate Of Completion

Envelope Id: 12F0C3EC3B2740BAA65DC3ABAB272107
Status: Sent
Subject: Complete with DocuSign: OCVA FFY 2023 VAWA STOP Grant - Clallam County Sheriff's Office
Division:
Community Services and Housing
Program: OCVA
ContractNumber: F23-31103-054
DocumentType: Contract
Source Envelope:
Document Pages: 28
Signatures: 0
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kelly Tracy
1011 Plum Street SE
MS 42525
Olympia, WA 98504-2525
kelly.tracy@commerce.wa.gov
IP Address: 198.239.106.250

Record Tracking

Status: Original
11/21/2023 5:32:54 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Kelly Tracy
kelly.tracy@commerce.wa.gov
Pool: StateLocal
Pool: Washington State Department of Commerce

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Lisa Lipsey lisa.lipsey@commerce.wa.gov Washington State Department of Commerce Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 147.55.134.90	Sent: 11/21/2023 5:35:10 PM Viewed: 11/27/2023 10:08:45 AM Signed: 11/27/2023 10:09:36 AM
Jodine Honeysett jodine.honeysett@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.239.10.247	Sent: 11/27/2023 10:09:37 AM Viewed: 11/27/2023 10:43:35 AM Signed: 11/27/2023 10:49:08 AM
Trisha Smith trisha.smith@commerce.wa.gov AMD WA State Dept of Commerce Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 147.55.149.158	Sent: 11/27/2023 10:49:09 AM Viewed: 11/27/2023 1:25:40 PM Signed: 11/27/2023 1:25:57 PM
Brian King brian.king@clallamcountywa.gov Sheriff Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/27/2023 2:24:19 PM ID: 45495aa0-2cba-43c3-9e13-16e1674905b1		Sent: 11/27/2023 1:25:59 PM Viewed: 11/27/2023 2:24:19 PM

Signer Events	Signature	Timestamp
Cindy Guertin-Anderson cindy.guertin-anderson@commerce.wa.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/21/2023 5:35:10 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 8/11/2020 4:44:12 PM
Parties agreed to: Brian King

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

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DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 813-23-02
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office has historically contracted with the Olympic Peninsula Humane Society (OPHS) for animal sheltering services based on law enforcement needs as well as on behalf of the residents of Clallam County. Previously this has been renewed and renegotiated on a periodic basis, but this amendment will allow the existing contract to remain in effect indefinitely unless terminated, provides stronger language on prioritizing services for county residents while giving flexibility for cases of large quantity, and allows for price adjustments based on Consumer Price Index (CPI) changes. These cost changes will be established in alignment with our budgeting cycle, allowing for predictable changes we can plan for.

Budgetary impact: No change to current year's budget. Price escalators are included for future built-in adjustments on the annual budget cycle.

Recommended action: BOCC approval of this contract amendment

County Official signature & print name: _____ Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Amy Bundy

Relevant Departments: Sheriff

Date submitted: 12/4/23

Contract 813-23-02

PERSONAL SERVICES AGREEMENT
AMENDMENT 1

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Olympic Peninsula Humane Society

Address: 1743 Old Olympic Highway / POB 3124

Port Angeles, WA 98362

Phone №: 360-457-8206

(hereinafter called "Contractor") and changes the following term and attachments of Agreement 813-23-01 entered into on March 30, 2023. Original contract components not amended here will remain in effect.

This Amendment is comprised of:

☒ Attachment A – Scope of Work

☒ Attachment B – Compensation

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Amendment shall commence upon final signature and shall remain in effect unless terminated as provided elsewhere in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2023.

OLYMPIC PENINSULA HUMANE SOCIETY

_____

Jade Steel, Executive Director

Date: _____

CLALLAM COUNTY BOARD OF COMMISSIONERS

_____

Mark Ozias, Chair

Date: _____

Originals: BOCC
Vendor
Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

SCOPE OF WORK

Animal Sheltering

1. Shelter Facilities: The Contractor shall furnish and maintain shelter facilities and necessary equipment for handling impounded dogs and cats brought to the Contractor by the County Sheriff's office and dogs and cats brought to the Contractor by the public residing in the County. These facilities shall include, but not be limited to the following:

A. Dog and cat kennels (minimum 20 dog and 25 cat kennels).
B. An isolation room having a complete covered kennel for dangerous dogs impounded, and rabies quarantine.
C. A separate room for storing feed.
D. Facilities for the humane disposal of sick, injured and dead animals.
E. Secure and accessible after hours receiving areas for animals brought to the shelter by the Sheriff's office.
F. An external security fence.

The Contractor shall properly maintain the facilities and equipment in a clean and sanitary manner and will not permit any condition to exist that would constitute a public nuisance.

2. Hours of Operations: The Contractor shall, as a minimum requirement, keep the shelter facilities open to the public a minimum of 25 hours per week, 5 of which shall be on Saturday, or other such hours as approved by the County Project Manager. Such hours shall be posted. During such other hours the Sheriff's office may have access to the shelter via access codes.

3. Keys: The Contractor shall furnish the Sheriff's office with the access codes to enter the shelter and other keys necessary for him/her to perform official duties at the shelter.

4. Receipt and Care of Animals: The Contractor shall receive all dogs and cats brought to the shelter by the Sheriff's office. The Contractor shall receive stray dogs and cats brought to the shelter by the residents of the County during the regular business hours of the shelter. The Contractor shall accept owner-surrendered dogs and cats of county residents within 3 business days of being notified by the owner, except if the animal is dangerous or potentially dangerous then the Contractor will receive it as soon as the next business hours allow. The Contractor will prioritize animal housing capacity to ensure that the receipt of animals brought in by the Sheriff's Office or County residents can occur. In the event the Contractor is over capacity and cannot provide available space within a timeline established by the Sheriff's Office, contracted payments will cease. Extenuating circumstances will be evaluated on a case-by-case basis, as sudden large quantities of animals requiring housing and care may require coordination from other alternative providers, non-profits, or foster homes. The Contractor shall hold animals received into the shelter and properly care for them pursuant to applicable sections of Title 17 of the Clallam County Code. The Contractor shall give the best reasonable care and treatment to all its creatures in its custody and control, making certain they are comfortably housed and adequately fed. Animals received by the shelter during non-business hours shall be officially cared for as soon as feasible.

The Contractor shall maintain a record of each animal under this contract. At a minimum, such record shall consist of the type of animal, the beginning and ending dates of housing, the length of stay, the name, address and telephone number of the owner or person bringing in the animal, and the disposition of the animal. The contractor shall, upon request, make these records available for inspection and/or make copies as requested.

The Contractor shall be responsible to make reasonable attempts, and with due diligence, to identify and contact the animal owner as soon as possible after the animal is housed by the Contractor and prior to destruction or adoption of the animal.

The Contractor shall make every reasonable effort to find suitable homes for each adoptable animal received. The Contractor shall not adopt out or rehome any animal that has, unprovoked, bitten or threatened a human. Any animal that would be declared Potentially Dangerous or Dangerous under Title 17 of the Clallam County Code for an incident involving a human shall be destroyed after any applicable waiting period. If the incident involved another animal the Contractor may confer with the Sheriff's Department Animal Control Deputy as to the disposition of the animal.

5. Referral of Complaints: When the Contractor receives complaints of violations of state or local ordinances regarding animal cruelty, potentially dangerous dogs, or dangerous dogs occurring in the unincorporated areas of Clallam County, such complaints shall be immediately referred to the Sheriff's office.

6. Animal Traps: The Contractor shall furnish and maintain a suitable number of traps for the live capture of animals and loan said traps to County residents upon request. At a minimum, the Contractor shall maintain 4 cat traps and 1 dog trap. At the time of the loan, the Contractor shall instruct residents on the proper use of traps and the proper care and handling of captured animals. The Contractor may collect a deposit and/or fee as agreed between the Contractor and the County.

7. Records of Lost and Found Animals: Reports of lost or found animals from County citizens will be referred directly to the Contractor. The Contractor shall make information concerning lost and found animals available to citizens requesting the information. The Contractor shall use due diligence in making every reasonable effort to compare unidentified County dogs to the lists and to return animals which appear to be from the list, to their owners.

8. Complaints or Inquires Regarding Sheriff's Investigations: Complaints and inquiries from citizens or the media regarding cases being investigated by the Sheriff's office shall be referred to the Sheriff's Office Administrative Staff. The Contractor shall notify the Sheriff's office of all inquiries or complaints received.

9. Staff:

A. The Contractor shall be registered in euthanasia by lethal injection, in accordance with RCW 69.50.310, and shall employ or contract with a minimum of one qualified handlers. Copies of such certification shall be provided within 90 days of signing of this agreement.
B. The Contractor shall maintain a telephone service and office personnel necessary for receiving inquiries from County residents with respect to animals impounded or delivered to the Contractor.
C. The Contractor shall ensure that all of its employees act in a professional and businesslike manner and that no rude or unseemly actions or attitudes are tolerated in their day to day dealings with the public.
D. The contractor shall provide adequate training to its employees to satisfactorily perform the obligations of this agreement.

10. Animals Left After Hours: The Contractor shall maintain after hours receiving areas which are available to the Sheriff's Office during non-business hours. The Sheriff's Office will identify animals which are left after hours as coming from County residents.

11. Fees: The Contractor may charge fees as listed in Title 17 of the Clallam County Code. Any changes to fees shall be approved by the County prior to implementation.

Animal Licenses

1. Issuance of Licenses: The Contractor shall sell animal licenses in accordance with applicable County ordinance provisions for all County animals without approved license. The Contractor shall develop programs and activities intended to increase compliance with animal license requirements by County residents.

2. Maintenance of License Recording System: The Contractor shall maintain a computerized license system in a current status and shall provide reports to the Sheriff's Office as requested. The report shall include a listing of all current animal licenses. (Note:County no longer sells licenses)

3. Licensing Items: The Contractor shall purchase and maintain sufficient license forms and animal tags and shall distribute them, free of charge, to the County and other license vendors upon request.

COMPENSATION

1. Compensation for Sheltering:

   The County shall pay to the Contractor an annual amount divided into quarterly payments processed January, April, July, and October for services to be rendered in that quarter. The annual compensation for 2023 was set at $125,000, and will be adjusted annually starting in 2024 based on the change in CPI-U for U.S. City Average for the preceding May to May posted by the U.S. Bureau of Labor Statistics, with a maximum annual increase of 5%. This number can be found at https://www.bls.gov/regions/west/cpi-summary/home.htm

2. Compensation for Sheltering beyond normal scope of work:

   Should an animal be kept at the shelter for a law-enforcement reason outside of the normal scope of work of the shelter as defined in this agreement; and due to the nature of this reason the animal is required to be held longer than 96 (ninety-six) hours, the daily rate as set forth in the County Fee Schedule 471-A for a special care animal may be billed directly to the Sheriff's Office beginning at the end of the 96 (ninety-six) hours.

3. Other Compensation:

   The Contractor may retain Cage and Trap Rental Fees received from County citizens.

4. Compensation for Sale of Animal Licenses:

   The Contractor may retain all revenue obtained from the sale of County animal licenses.

5. Potentially Dangerous and Dangerous Dog Registration and Licensing:

   The County will register and license potentially dangerous and dangerous dogs and will retain all revenue obtained from these transactions.

Contract #813-23-01

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APR 0 4 2023

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Olympic Peninsula Humane Society
Address: 1743 Old Olympic Highway / POB 3124
Port Angeles, WA 98362
Phone №: 360-457-8206

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☐ Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 24th day of March 2023.

OLYMPIC PENINSULA HUMANE SOCIETY

Luanne Hinkle, Executive Director

Date: 3/24/2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Loni Gores, Clerk of the Board

CLERK OF THE BOARD CLALLAM COUNTY COMMISSIONERS PORT ANGELES, WA

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

Originals: BOCC
Vendor
Initiating Department
Copies: 5

17 of the Clallam County Code for an incident involving a human shall be destroyed after any applicable waiting period. If the incident involved another animal the Contractor may confer with the Sheriff's Department Animal Control Deputy as to the disposition of the animal.

5. Referral of Complaints: When the Contractor receives complaints of violations of state or local ordinances regarding animal cruelty, potentially dangerous dogs, or dangerous dogs occurring in the unincorporated areas of Clallam County, such complaints shall be immediately referred to the Sheriff's office.

6. Animal Traps: The Contractor shall furnish and maintain a suitable number of traps for the live capture of animals and loan said traps to County residents upon request. At a minimum, the Contractor shall maintain 4 cat traps and 1 dog trap. At the time of the loan, the Contractor shall instruct residents on the proper use of traps and the proper care and handling of captured animals. The Contractor may collect a deposit and/or fee as agreed between the Contractor and the County.

7. Records of Lost and Found Animals: Reports of lost or found animals from County citizens will be referred directly to the Contractor. The Contractor shall make information concerning lost and found animals available to citizens requesting the information. The Contractor shall use due diligence in making every reasonable effort to compare unidentified County dogs to the lists and to return animals which appear to be from the list, to their owners.

8. Complaints or Inquires Regarding Sheriff's Investigations: Complaints and inquiries from citizens or the media regarding cases being investigated by the Sheriff's office shall be referred to the Sheriff's Office Administrative Staff. The Contractor shall notify the Sheriff's office of all inquiries or complaints received.

9. Staff:

A. The Contractor shall be registered in euthanasia by lethal injection, in accordance with RCW 69.50.310, and shall employ or contract with a minimum of one qualified handlers. Copies of such certification shall be provided within 90 days of signing of this agreement.
B. The Contractor shall maintain a telephone service and office personnel necessary for receiving inquiries from County residents with respect to animals impounded or delivered to the Contractor.
C. The Contractor shall ensure that all of its employees act in a professional and businesslike manner and that no rude or unseemly actions or attitudes are tolerated in their day to day dealings with the public.
D. The contractor shall provide adequate training to its employees to satisfactorily perform the obligations of this agreement.

10. Animals Left After Hours: The Contractor shall maintain after hours receiving areas which are available to the Sheriff's Office during non-business hours. The Sheriff's Office will identify animals which are left after hours as coming from County residents.

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2. Maintenance of License Recording System: The Contractor shall maintain a computerized license system in a current status and shall provide reports to the Sheriff's Office as requested. The report shall include a listing of all current animal licenses. (Note:County no longer sells licenses)

3. Licensing Items: The Contractor shall purchase and maintain sufficient license forms and animal tags and shall distribute them, free of charge, to the County and other license vendors upon request.

COMPENSATION

1. Compensation for Sheltering:

   The County shall pay to the Contractor **$125,000 as an annual total for 2023**. Payment shall be made quarterly in an amount of $31,250 in January, April, July, and October for services to be rendered in that quarter.

2. Compensation for Sheltering beyond normal scope of work:

   Should an animal be kept at the shelter for a law-enforcement reason outside of the normal scope of work of the shelter as defined in this agreement; and due to the nature of this reason the animal is required to be held longer than 96 (ninety-six) hours, the daily rate as set forth in the County Fee Schedule 471-A for a special care animal may be billed directly to the Sheriff's Office beginning at the end of the 96 (ninety-six) hours.

3. Other Compensation:

   The Contractor may retain Cage and Trap Rental Fees received from County citizens.

4. Compensation for Sale of Animal Licenses:

   The Contractor may retain all revenue obtained from the sale of County animal licenses.

5. Potentially Dangerous and Dangerous Dog Registration and Licensing:

   The County will register and license potentially dangerous and dangerous dogs and will retain all revenue obtained from these transactions.

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

   In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

   Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

   If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

    (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

    (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

    (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement.

    (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Elizabeth Waknitz

Title: Chief Civil Deputy

Address: 223 East 4th St., Suite 12, Port Angeles, WA 98362

Telephone: 360-417-2393

E-mail: elizabeth.waknitz@clallamcountywa.gov

Fax: 360-417-2498

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☒ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Annual Report: Contractor shall furnish an annual report to the County by the 15th day of February of the following year. The report shall include a listing of all current County animal licenses, including the license number, expiration date, information describing the animal, and the owner's name, address, and telephone number. In addition, the report shall include the number of County animals housed by type, the total number of days of housing and a summary of disposition of County animals, the number of licenses sold and revenue produced from sales.

Contractor shall maintain complete records of licenses issued, fees collected, animals received, impound reasons, surrendered by information, and animals disposed of and include these numbers in the report. The Contractor shall make these records available for the County's inspection at all times. Contractor shall provide such other data as the County requests, for all legitimate purposes directly related to County services performed.

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ COMMERCIAL GENERAL LIABILITY:

Bodily injury, including death	$1,000,000	per occurrence
	$2,000,000	aggregate
Property damage	$1,000,000	per occurrence

		$2,000,000	aggregate
☐	ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$	per occurrence
☒	WORKERS COMPENSATION:	Statutory amount	
☐	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	$	per occurrence
		$	aggregate
	Property damage liability	$	per occurrence
		$	aggregate
☐	BUSINESS AUTOMOBILE LIABILITY:	$	per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☒ 4. Other (specify):. Board of Directors: Employees of the Contractor or direct relatives of said individuals shall not serve on the Board of Directors of the Contractor. The Executive Director may serve on the Board as a non-voting member, but may not serve as an officer of the Board.

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DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Public Works

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 334.18.007-7

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Public Works is requesting a contract time extension amendment—*see the attached proposed Contract Amendment #7*—with Terraphase Engineering dba Robinson Noble to complete the scope of work under the Contract Amendment #6 that expires on December 31, 2023. This work is in support of the Clallam County Public Utility District No. 1 (PUD) effort to obtain state approval of additional water rights to support growth within the Carlsborg Urban Growth Area (CUGA). Amendment #7 updates the 2024 hourly rates of the consultant team but does not change the total maximum compensation allowed to complete the scope of work set forth in Amendment #6. Current Contract Amendment #6 is attached for reference.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Funding is already allocated in the 2024 budget. There is approximately $44,000 remaining of the $248,396 maximum compensation approved under the current contract being extended.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve Contract Amendment #7 for a time extension to complete the scope of work under Amendment #6.

County Official signature & print name: _____ Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works

Date submitted: 12/06/23

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

PERSONAL SERVICES AGREEMENT
AMENDMENT 7

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Terraphase Engineering dba Robinson Noble

Address: 2105 South C Street

Tacoma, WA 98402

Phone №: 253.475.7711

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on September 26, 2017.

This Amendment is comprised of:

☒ Extension of the termination date to 12/31/2024 to complete scope of work under Amendment 6

☒ Attachment B – Compensation

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Amendment shall commence on the 26th day of September 2017 and shall, unless terminated as provided elsewhere in the Agreement, end on the 31st day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

James E. Hay

James Hay, Washington Operations Director

Print name: James Hay

Title: Washington Operations Director

Date: December 13 2023

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mark Ozias, Chair

Originals: BOCC
Vendor
Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

COMPENSATION

The compensation to be paid to the Contractor is reflected in Table 1 as part of "Amendment #6" to the Agreement with Robinson Noble (Contract 334.18.007).

In accordance with the "Scope of Work" made part of this Amendment #6, the total amount of compensation to be paid to the Contractor have been increased by the sum of Forty-five Thousand Five Hundred Twenty-eight Dollars Even or **$45,528.00**. The additional compensation is already reflected in Table 1 and is NOT in addition to the sums listed there.

For all work completed by Contractor after September 1, 2022, the following rates shall apply.

1. ☐a. **FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of DOLLARS ($) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☒ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position	***Hourly Rate***
Joe Becker, Senior Principal Hydrogeologist	$257.55
Jim Hay, Principal Hydrogeologist	$243.10
Mike Piechowski, Principal Hydrogeologist	$243.10
Max Wills, Principal Hydrogeologist	$243.10
James Farrow, Principal Hydrogeologist	$243.10
John Hildenbrand, Principal Environmental Scientist	$243.10
Rick Powell, Principal Engineer	$243.10
Tracy Roth, Senior Associate Hydrogeologist	$226.10
Barb Gallagher, Associate Engineer	$212.50
Kari Thomas, Associate Geologist	$212.50
Joe Lunchette, Associate GIS Scientist	$212.50
Don Malkemus, Senior Project Geologist	$199.75
Lauren Healey, Project Geologist	$186.15
Marcus Richmand, Project GIS Scientist	$186.15
Bryan O'Reilly, Project GIS Scientist	$186.15
Andrew Brownell, Senior Staff II Geologist	$171.70
Ryan Minkel, Senior Staff I Geologist	$155.55
Nacey Garcia, Staff II Geologist	$139.40
Renee Ennis, Senior Technical Editor	$134.30
Veronia Hadsell, Senior Technical Editor	$134.30
David Weiler, Technician	$92.65
Sherrie Hanson, Administrative Support	$83.30
Angie Miller, Administrative Support	$83.30

Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐quarterly; ☐semi-annually; ☐ annually; ☐at completion of project; ☐ other (specify) .

2e
9/27/22

PERSONAL SERVICES AGREEMENT
AMENDMENT 6

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Robinson Noble
Address: 2105 South C Street
Tacoma, WA 98402
Phone №: 253.475.7711

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on September 26, 2017.

This Amendment is comprised of:

☒ Attachment A – Scope of Work

☒ Attachment B – Compensation

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Amendment shall commence on the 26th day of September 2017 and shall, unless terminated as provided elsewhere in the Agreement, end on the 31st day of December 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 27 day of Sept 2022.

CONTRACTOR

Joseph E. Becker, President of Robinson Noble

Print name: Joseph E. Becker

Title: President

Date: Sept. 12, 2022

CLALLAM COUNTY BOARD OF COMMISSIONERS

Mark Ozias, Chair

Originals: BOCC
Vendor
Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

SCOPE OF WORK

Recent work to address stakeholder issues and to prepare for and make a presentation to the DRMT-WRTG (and Ecology) goes beyond the scope of work for Task 3 as envisioned in the previous contract amendment. Those efforts included research of issues, and response to mitigation plan comments from stakeholders, and discussions within our technical team (Clallam County, Clallam PUD, and Robinson Noble). The efforts culminated in a Power Point presentation on June 17, 2022. During and after that presentation, it was made clear that additional work was expected by both the Dungeness River Management Team (DRMT) group, Jamestown Tribe, and Ecology. The Jamestown S'Klallam Tribe has hired a hydrogeologist to provide a technical review of the proposed mitigation plan. It is expected that an iterative exchange of questions and answers between DRMT and the County team and also between the Tribe and County team will occur.

Further, Mike Gallagher, with Ecology, indicated the processing of the PUD's water right application would be through a Cost Reimbursement Agreement (CRA) with Ecology. The arrangement in 2017 reiterated in 2019 was that the Ecology intended to process the application internally with Ecology personnel. The CRA approach presumes additional work by Robinson Noble that was not part of the original scope for the contract. This work should be addressed by amendment of Task 2D scope and budget.

Additionally, Robinson Noble is still charging under our 2016 fee schedule which was used as the basis for the hourly rates listed in Attachment B of the original contract. Considering recent inflation, and the fact their standard fee schedule has been increased six times since 2016, Robinson Noble request the hourly rates on their current July 2022 fee schedule be amended to the contract for all work completed after September 1, 2022.

The requested contract amendment to address these issues are discussed specifically below.

Task 2D – Support Documentation Preparation

The original Task 2D scope envisioned preparing a brief report that could be used by Ecology as the basis for writing a Report of Examination (ROE). Now, Ecology stated the ROE should be prepared under a CRA. Robinson Noble, as part of Ecology's Water Resources Consulting Pool, is eligible for preparing a draft ROE under the CRA process. The additional work on Task 2D is anticipated to be the writing of the draft ROE by Robinson Noble and related research and discussion between Robinson Noble, Ecology, Clallam County, and the Clallam PUD to assure acceptable language. It is assumed that the mitigation plan will have been accepted by Ecology substantially as it currently exists (and any modifications to the mitigation plan occur under Task 3 rather than Task 2D). Further, it is assumed that the process will progress in a straightforward manner without contention following acceptance of the mitigation plan.

The draft ROE prepared by Robinson Noble will include all the elements of the originally planned report document. In addition, the draft ROE will detail additional required elements. Specifically, the draft ROE will include the following:

1. Cover Sheet, incorporating:
    a. Priority date,
    b. Rates authorized,
    c. Associated water rights,
    d. Purpose and place of use,
    e. Source location,
    f. Proposed water system,
    g. Development schedule,
    h. Provisions (including the mitigation), and
    i. Findings of fact
2. Investigators Report, including:

a. Background and summary of water right request;
b. Water Right Investigation with:
    i. Site and water system description,
    ii. History of water use,
    iii. Discussion of proposed use,
    iv. Other rights associated with the place of use, and
    v. Hydrogeologic evaluation;
c. Analysis with discussions on:
    i. Physical availability,
    ii. Legal availability,
    iii. Impairment,
    iv. Beneficial use,
    v. Public interest,
    vi. Comments from Department of Fish and Wildlife,
    vii. SEPA consideration,
    viii. Public notice,
    ix. Consideration of protests,
    x. Other public interest concerns; and
d. Recommendations

Robinson Noble will work with Ecology on the preparation of the draft ROE, and it is assumed several rounds of commenting and editing will be required before a final draft ROE is prepared and posted on Ecology's website. The task also includes other coordination with Clallam County, Clallam PUD, and Ecology.

Publication of the public notice of the water right application is required prior to processing the application (if publication occurred when the water right application was first made in 2006, Ecology will likely require it to be re-published because of the time since the original publication). Clallam PUD will be responsible for publication of the public notice. There will be a protest period following publication and a second protest period following the posting of the draft ROE on Ecology's website. As part of this task, Robinson Noble will address any protests received. However, because of the stakeholder involvement in the project to date, it is expected that any received protests to be minor and time is budgeted accordingly (no more than ten hours of time).

The additional work under this task is estimated at approximately $21,690. Due to $10,681 left in its original budget for this task, a budget increase of $11,009 is required, bringing the total task budget to $23,509.

Task 3 – Mitigation Analysis and Mitigation Plan

The expansion of scope for Task 3 falls into two categories: work already accomplished and estimated additional work that might be required to achieve acceptance of the mitigation plan by Ecology. The work involved in addressing stakeholder issues and in dealing directly with the DRMT and its Water Resources Technical Group (WRTG) has resulted in $6,035.48 of unforeseen work in June. This was invoiced to the limit of the existing budget, leaving $4,289.23 to be covered by this amendment.

Currently, the mitigation plan is being reviewed by a hydrogeologic consultant for the Jamestown S'Klallam Tribe. Presumably, the Tribe's consultant will write a report concerning the mitigation plan. Review of this report, discussion of the report with the County and Clallam PUD, preparation of a response to the report, and attendance at a virtual meeting with the Tribe is added to the Task 3 scope.

The results of the Jamestown Tribe's technical review effort is expected in September. It is assumed three iterations of communication of issues/questions and response by the County's team will be required. This

will likely take place over at least four to six weeks. Internal discussion between Clallam County, Clallam PUD, and Robinson Noble will occur within each of these iterations before a response is presented.

The amount of work involved in the future is speculative and depends upon the result of the Tribe's and DRMT's technical reviews. At this point everything indicates that the mitigation plan seems acceptable to the DRMT and the WRTG, but that they need independent verification of the technical elements of the plan. Acceptance by the Tribe is less certain. Presuming the entities providing the technical reviews accept the fundamental reasoning behind the plan, Robinson Noble may be asked to clarify the methods and the data behind it. If there is a fundamental challenge to the plan, unforeseen complications could arise that cannot be identified at this time.

It is estimated that $15,370 will be required for Robinson Noble to respond to the Tribe's and DRMT's reviews of the mitigation plan, including necessary internal team discussions before a response is offered, as well as interface with Ecology concerning the mitigation plan prior to acceptance by Ecology.

The overall budget amendment requested for Task 3 is $19,659 (estimated future work plus the current Task 3 cost overrun). This brings the total Task 3 budget to $58,751.

Task 4 –Project Management

The additional work described for Task 2D and Task 3 imposes additional project management on the project as well, both for the extra work and the time extension required. Given the review period for the draft ROE (30 days) and the final Ecology decision (45 days), the extended work is expected to carry into mid-2023 but could extend into late 2023. This presumes that no substantial challenge to either the draft ROE or the final decision by Ecology occurs. It is also presumed that the Task 2D work in generating the draft ROE can begin before the mitigation plan issues are resolved.

Additionally, Robinson Noble may need to attend two previously unscoped meetings to present results; one to the Clallam County Commissioners and the other to Clallam County PUD.

An additional $14,860 is estimated to accommodate the anticipated additional project management during the extension of the contract schedule and prepare for and attend two meetings with County and PUD officials. This brings the total Task 4 budget to $56,911.50.

The total change with the additions for Task 2 (Subtask 2D), Task 3 and Task 4 is an increase of $45,528 to the project budget listed in Contract 334.18.007 to a Total of $248,396.00.

Table 1

Project Task	Scenario 3
1. Assess document consistency	$1,950
2. Prepare supporting information	$130,783.50
2A – Compile/analyze info, describe hydrogeologic setting	$12,104
2B – Assist DCD & PUD in assessing options	$6,150
2C – Impairment assessment	$7,276
2D – Support document preparation	$23,509
2E – Assist with well drilling/testing	$81,744.50
3. Mitigation analysis and mitigation plan	$58,751
4. Project management	$56,911.50
TOTAL	**$248,396.00**

COMPENSATION

The compensation to be paid to the Contractor is reflected in Table 1 as part of "Amendment #6" to the Agreement with Robinson Noble (Contract 334.18.007).

In accordance with the "Scope of Work" made part of this Amendment #6, the total amount of compensation to be paid to the Contractor have been increased by the sum of Forty-five Thousand Five Hundred Twenty-eight Dollars Even or **$45,528.00**. The additional compensation is already reflected in Table 1 and is NOT in addition to the sums listed there.

For all work completed by Contractor after September 1, 2022, the following rates shall apply.

1. ☐ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of DOLLARS ($) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☒ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position	***Hourly Rate***
Joe Becker, Principal Hydrogeologist	$215
John Hildernbrand, Principal Environment Scientist	$215
Rick Powell, Principal Engineer	$215
Mike Piechowski, Principal Hydrogeologist	$215
Jim Hay, Principal Hydrogeologist	$215
Max Will, Principal Hydrogeologist	$215
Walid Sabbah, Principal Hydrogeologist	$215
Barb Gallagher, Associate Engineer	$192
Kari Thomas, Senior Geologist	$164
John Andreson, Project Engineer	$128
Andrew Brownell, Project Geologist	$128
Ryan Minkel, Project Geologist	$128
Steven Broom, Staff Geologist	$114
Nancy Garcia-Serratos, Staff Geologist	$114
Joshua Hansel, Staff Geologist	$114
David Weiler, GIS and CAD Specialist	$107
Laura Piechowski, Senior Administrator	$92
Angie Miller, Administrative Assistant	$82
Sherrie Hanson, Administrative Assistant	$82

Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

26

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Public Works

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 19925.23.010-1

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: The Public Works Department is requesting a time extension amendment of their Personal Services Agreement to complete work under their $250,000 lodging tax grant awarded in 2023. The grant funding is to assist the Department with trail corridor acquisition for an Olympic Discovery Trail (ODT) section between US 101 and the Olympic National Park boundary along the SR 110 corridor to support future development of the planned ODT connection between Forks and La Push. The grant also supports other ODT improvement projects if funding remains following trail corridor acquisition. To date, the Department has acquired approximately 0.5-miles of trail corridor, with another 6.5-miles of additional trail corridor acquisition under negotiation for purchase. Additional time is needed to complete property acquisition work.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

The funds are already allocated to the Hotel/Motel Tax Fund.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

The Department requests and recommends Board approval of the time extension. The funding is needed to support the acquisition of the trail corridor between Forks and La Push. The project is supported by the Clallam County Lodging Tax Advisory Committee and Clallam County Trails Advisory Committee.

County Official signature & print name: Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: BOCC/Finance and Public Works

Date submitted: 12/06/23

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* 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)

BOCCAgenda_FY23ContractAmend#1
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

2i

DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Public Works

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 19925.22.008-2
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: The Public Works Department is requesting a time extension amendment of their Personal Services Agreement to complete work under their $250,000 lodging tax grant awarded in 2022. The grant funding is to assist the Department with trail corridor acquisition for an Olympic Discovery Trail (ODT) section between US 101 and the Olympic National Park boundary along the SR 110 corridor to support future development of the planned ODT connection between Forks and La Push. The grant also supports other ODT improvement projects if funding remains following trail corridor acquisition. To date, the Department has acquired approximately 0.5-miles of trail corridor, with another 6.5-miles of additional trail corridor acquisition under negotiation for purchase. Additional time is needed to complete property acquisition work.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

The funds are already allocated to the Hotel/Motel Tax Fund.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

The Department requests and recommends Board approval of the time extension. The funding is needed to support the acquisition of the trail corridor between Forks and La Push. The project is supported by the Clallam County Lodging Tax Advisory Committee and Clallam County Trails Advisory Committee.

County Official signature & print name: Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: BOCC/Finance and Public Works

Date submitted: 12/06/23

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* 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)

BOCCAgenda_FY22ContractAmend#2
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

PERSONAL SERVICES AGREEMENT
AMENDMENT 2

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Public Works

Address: 223 E 4th St., Suite 6

Port Angeles, WA 98362

Phone №: 360-417-2290

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on month, day, year.

This Amendment is comprised of:

☒ Extension of the termination date to 12/31/2024

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Amendment shall commence on the first day of January 2022 and shall, unless terminated as provided elsewhere in the Agreement, end on the thirty-first day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2023.

CONTRACTOR

Print name: Steve Gray

Title: Public Works Deputy Director

Date: 12/06 2023

CLALLAM COUNTY ADMINISTRATOR

Mark Ozias, Chair

Originals: BOCC
Vendor
Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

COMPENSATION

1. ☒**a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of TWO HUNDRED, FIFTY THOUSAND DOLLARS ($250,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐semi-annually; ☐annually; ☐ at completion of project; ☐ other (specify)

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position	***Hourly Rate***

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS ($) for the completed work set forth in Attachment "A."

2. AND

☒**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals, and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

DEC 26 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: PUBLIC WORKS

WORK SESSION ☒ **Meeting Date: 12/11/2023**

REGULAR AGENDA ☒ **Meeting Date: 12/26/2023**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 434-23-001

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

This is a contract for engineering services to design a filtration plant for the Bullman Beach Water System. The amount of this contract is up to $60,490. The Bullman Beach Water System is a small water system located along Bullman Creek on the shore of the Strait of Juan de Fuca. The source of the water for this system is groundwater under the influence of surface water (GWI). This water system was placed under receivership to Clallam County by the WA Department of Health, Office of Drinking Water (ODW) via a Superior Court order. Clallam County, as "Receiver" of this water system, is tasked with bringing the water system into compliance with the ODW issued Notice of Correction. The primary task under the notice of correction is to provide filtration of the source water (GWI). This contract for engineering the filtration plant is necessary to provide an ODW approved engineering design package. The approved design package will be sent out by the department for bids to construct the filtration plant.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

The contract for design of the filtration plant is $60,490 to be funded by approved ARPA funds.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

The Department recommends approving and signing the contract with DCG Watershed.

County Official signature & print name: Ronald Garcelon

Name of Employee/Stakeholder attending meeting: Ronald Garcelon, Steve Gray & Joe Donisi

Relevant Departments: Public Works

Date submitted: 12/06/2023

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Agenda Item Summary
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

Contract #434-23-001

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: DCG Watershed

Address: 1796 E Main St, Ste 105
Freeland, WA 98249

Phone №: 360-331-4131

(hereinafter called "Contractor").

This Agreement is comprised of:

☒ Attachment A - Scope of Work

☒ Attachment B – Compensation

☒ Attachment C - General Conditions

☒ Attachment D - Special Terms and Conditions

☒ Attachment E (specify) – Business License and Certificates of Insurance

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of December 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

Digitally signed by Jeffrey M. Tasoff, PE
Date: 2023.12.01 17:07:04 -08'00'

Print name: Jeffrey M. Tasoff

Title: Principal

Date: December 1, 2023, 20

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CLALLAM COUNTY PROSECUTING ATTORNEY

SCOPE OF WORK

See Attachment A:
Service Description, Bullman Beach Water Association: Water Filtration System: Scope of Work

ATTACHMENT A

DCG WATERSHED

SHORT FORM AGREEMENT
Civil Engineering Services

Name of Project: Bullman Beach Water Association – Water Filtration System
Address of Project: 1570 State Route 112, Sekiu, WA 98381

Service Description	Hourly	Hourly Est.
Bullman Beach Water Association: Water Filtration System	☒	$ 59,490

Description: Provide a design for a water filtration system to support the Bullman Beach Association. The tasks will include an analysis to determine the system capacity based on current water usage to properly size system components for the current and future system demands. DCG/Watershed will provide the necessary design and documentation to create project plans, reports, and permits to approve the work. DCG/Watershed will also provide the specifications, bid, construction, installation, and validation testing support to provide a complete and functional system. Additional details on the provided tasks are provided in the Scope of Work provided as Attachment A.

Estimated Expenses $ 1,000

Schedule: 12 weeks

Total: **$ 60,490**

Hourly Rate Schedule:

Name	Position	Rate	Hours	Subtotal
Jeff Tasoff	Principal Engineer V	$284	42	$11,928
Robert Bennion	Engineer IV	$164	182	$29,848
Isaac Stewart	Engineer I	$102	108	$11,016
Joshua Spaulding	Engineer Technician	$91	62	$5,642
Natalie Tasoff	Administration Assistant	$88	12	$1,056
			Total:	**$59,490**

Expenses will be invoiced at cost plus ten percent (10%) and mileage will be invoiced at the current federal published rate per mile for project related travel. Current water usage data is needed for the analysis. Any jurisdictional review fees will be paid directly by the client. Design of system improvements if needed are not included in this proposal. See Attachment A for a breakdown of individual tasks and the associated hours. Attachment A also includes notes, assumptions, and third-party fees. Additional work will be invoiced at an hourly rate specified in the Hourly Rate Schedule above.

Payment

☐ Due upon delivery ☒ To be invoiced, due within 30 days of invoice

Client Information: Clallam County
Name:
Address:
Telephone:
Email:

Jeffrey M. Tasoff, PE – Principle
DCG Authorized Representative

Client Signature **Date**

Signature 11/10/2023 **Date**

Terms and Conditions attached are incorporated herein by reference.

DCG WATERSHED

ATTACHMENT A
Date: 11/10/2023

DCG/WATERSHED, INC.
PROFESSIONAL ENGINEERING SERVICES ESTIMATE

Project: Surface Water Filtration System
System: Bullman Beach Water System
Client: Clallam County
DCG PM: Jeff Tasoff, PE

Task	Description	Notes	Principal Engineer	Project Engineer IV	Project Engineer I	Engineering CAD/Tech	Admin Assistant	Total Hours	DCG Total Each Task
1	Project Coordination	1	8	16			4	28	$ 5,248
2	Topographic Survey	2		2		2		4	$ 510
3	Capacity Analysis to Support Treatment System Sizing	3	4	4	8			16	$ 2,608
4	Department of Health (DOH) Project Report								
	a Treatment System Upgrade Project Report	4	4	40	32			76	$ 10,960
	b Respond to DOH Project Report Questions	6	2	8	8			18	$ 2,696
5	Construction Plans	5	6	24	20	40		90	$ 11,320
6	Project Permits	5 & 6		8	8		8	24	$ 2,832
7	Contract Documents and Construction Specifications		4	40				44	$ 7,696
8	Pre-Construction Phase Assistance	6	*As requested. Billed at hourly listed rates.*						
9	Construction Phase Assistance								
	a Vendor/Material Certification	7	4	8	8			20	$ 3,264
	b Construction Inspection/Oversight/Administration	8	*As requested. Billed at hourly listed rates.*						
10	Project Closeout	9							
	a Prepare Record Drawing		2	8	16	20		46	$ 5,332
	b Project Certification and Closeout		8	24	8			40	$ 7,024
	TOTAL ESTIMATED HOURS BY LABOR CATEGORY		42	182	108	62	12	406	$ 59,490
	HOURLY RATE		$284	$164	$102	$91	$88		
	TOTAL ESTIMATED CHARGES BY LABOR CATEGORY		$11,928	$29,848	$11,016	$5,642	$1,056		

FEE ESTIMATE SUMMARY

DCG Labor Fees:	$ 59,490
DCG Expenses & Mileage:	$ 1,000
TOTAL ESTIMATED MAXIMUM FEES:	**$ 60,490**

ASSUMPTIONS

1 Time provided for a single site visit at the beginning of the project.

2 It is assumed that the county will provide any available survey information and site schematics to enable the locating of existing and proposed system improvements. Any needed topographic surveying will be obtained by the county.

3 The county will provide at least three years of source production data or meter readings to assist in determination of system demands.

4 It is assumed that no pilot test will be required by the DOH. A full scale pilot test (validation) of the treatment effectiveness will be completed following the installation of the treatment system. The required water quality testing will be collected by and paid for by the County.

5 The construction plans will be limited to the treatment system. Additional improvements such as reservoir replacement, meter installation, etc. can be done at the listed hourly rates. It is assumed that the building will be design/build provided by the selected contractor. Structural design or support can be provided if needed, but is not included in this contract.

6 Advertising to contractors, responding to RFI, creating addendums, pre-bid meetings, and other precontruction activities are not included in this scope of work but can be performed as requested at the hourly rates in this contract.

7 It is assumed that material submittals with come in two main submittals packets.

8 It is assumed that the county and system operator can perform the majority of the site inspections needed during construction. Payment requests will be the responsibility of the County. Construction site visits by DCG/Watershed will be done as requested at the listed hourly rates.

9 DCG/Watershed will provide the necessary protocols and procedures to perform the full scale pilot test of the installed treatment system. Necessary sampling will be performed by the county or the water system operator.

DCG WATERSHED

Scope of Work

Task 1: Project Coordination

General coordination between DCG/Watershed, Clallam County, and the system operator to obtain relevant system information. Time is included for a single site visit to inspect and evaluate the condition and operation of the existing distribution system, including well head, chlorination, well pump house, well pump(s), storage tanks, isolation valves, etc. to determine treatment plant size, orientation, location, and with respect to the existing facilities. Additional site visits can be conducted at the approved contract hourly rates with prior approval from Clallam County.

Task 2: Topographic Survey

Coordination with county and review of existing topographic survey of the proposed site for project improvements. Time is included to review the provided drawings for adequacy of use in preparation of the construction drawings.

Task 3: Capacity Analysis to Support Treatment System Sizing

Review existing water system plans, pumping records, recent sanitary survey, pumping records, water quality data (e.g., turbidity reports), operation history and other available information on existing water system. Analyze system demands and limitations to properly size the new facilities.

Task 4: Department of Health (DOH) Project Report

Submit a design report and construction documents to the Department of Health (DOH) for review and approval of the proposed system improvements. Coordinate with staff from DOH to provide any additional information or revisions as needed to obtain DOH approval of the project.

Task 5: Construction Plans

Produce final construction plans for the proposed water treatment facility (assumed bag filter). The plans are to include plans, profiles, and details to effectively support construction activities. Plans will include needed details regarding treatment components and equipment settings sized appropriately for the demand of the water treatment plant system.

Task 6: Project Permits

Prepare, submit, and obtain the necessary permits for project construction. It is assumed that the permits will include a Clearing & Grading Permit and Demolition Permit. Building permit to be obtained by the selected contractor.

Task 7: Contract Documents and Construction Specifications

Prepare contract documents and construction specifications to support a public bid process. It is assumed that Clallam County has standard contract documents to support this process.

Task 8: Pre-Construction Phase Assistance

Preconstruction acitvities are not included in the scope of work for DCG/Watershed but can be complated at the request of the client. These tasks include, compiling/submiting contract documents to be set out to public bid, responding to contractor questions, RFIs, preparation of any relevant addendums to the construction documents, pre-bid meetings, bid openings, creating of bid tabs, compiling of final contract documents.

Task 9: Construction Phase Assistance

Review and approve material submittals from the selected contractor. DCG/Watershed staff will provide inspections and construction support as requested by the county. Time required to perform requested inspections will be billed at listed hourly rates.

Task 10: Project Closeout

This phase includes preparation of as-built drawings. DCG/Watershed and Clallam County staff to review the operation and maintenance of the constructed water treatment plant and provide the County with an Operations and Maintenance Manual (O&M Manual). Closeout documentation will be provided to DOH to support project completion.

COMPENSATION

1. ☐a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of DOLLARS ($) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☒ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position ***Hourly Rate***
See Attachment: Service Description, Bullman Beach Water Association: Water Filtration System, Hourly Rate Schedule

Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐quarterly; ☐semi-annually;
☐ annually; ☐at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of SIXTY THOUSAND FOUR HUNDRED NINETY DOLLARS ($60,490) for the completed work set forth in Attachment "A."

2. AND

☐**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☒ **c.** Other (specify):See Attachment: Service Description, Bullman Beach Water Association: Water Filtration System

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.

4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

   In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

   Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

   If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:

    (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

    (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

    (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

13. Defense and Indemnity Agreement.

    (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

(a) That Contractor shall be notified promptly in writing by County of any notice of such claim.

(b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Ronald Garcelon

Title: Utilities Program Manager

Address: 223 E 4th ST, Ste 6, Port Angeles, WA 98362

Telephone: 360-417-2441

E-mail: ron.garcelon@clallamcountywa.gov

Fax: 360-417-2513

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.

28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.

29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

    (a) Applicable federal, state, and local statutes, ordinances, and regulations;

    (b) Scope of Work (Attachment A) and Compensation (Attachment B);

    (c) Special Terms and Conditions (Attachment D); and

    (d) General Conditions (Attachment C).

32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.

36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☒ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒	COMMERCIAL GENERAL LIABILITY:		
	Bodily injury, including death	$1,000,000	per occurrence
		$2,000,000	aggregate
	Property damage	$	per occurrence
		$	aggregate
☒	ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)	$1,000,000	per occurrence
☐	WORKERS COMPENSATION:	Statutory amount	

☐	AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles		
	Bodily injury, liability, including death	$	per occurrence
		$	aggregate
	Property damage liability	$	per occurrence
		$	aggregate
☒	BUSINESS AUTOMOBILE LIABILITY:	$1,000,000	per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed Dollars ($) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐ 4. Other (specify):.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
19689 7th Ave NE, Ste 183, PMB #369
Poulsbo WA 98370

License#: 6003745

CONTACT NAME: Allison Barga
PHONE (A/C, No, Ext): 360-626-2007 **FAX (A/C, No):** 360-626-2007
E-MAIL ADDRESS: allison.barga@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Travelers Casualty and Surety Co of America	31194
INSURER C : Hartford Accident and Indemnity Company	22357
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DCG/Watershed, Inc.
750 6th Street South
Kirkland WA 98033

DCGWATE-01

COVERAGES **CERTIFICATE NUMBER:** 935228224 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			52SBWAW1Y3M	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			52UEGCK2834	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			52SBWAW1Y3M	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		52SBWAW1Y3M	4/1/2023	4/1/2024	PER STATUTE X OTH-ER	WA Stop Gap
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Errors & Omissions:Claims Made Including Pollution Liability			107810831	4/1/2023	4/1/2024	$2,000,000 Per Claim $4,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is an additional insured per the attached.

Project: Bullman Beach Water Association - Water Filtration System, 1570 State Route 112, Sekiu, WA 98381.
Clallam County its appointed and elected officials, agents and employees, are additional insureds per the attached. General Liability is Primary/Non-Contributory per the attached. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

Clallam County
223 East 4th Street
Port Angeles WA 98362

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. **Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. **AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following changes are made to Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**:

1. The following provision is added to Paragraph **2. Aggregate Limits**:

The General Aggregate Limit under Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects".

2. The following provision is added to Paragraph **2. Aggregate Limits**:

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

B. The following changes are made to Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

1. The following definition is added:

"Project" means a premises, site or location that is away from a premises, site or location owned or rented to you and at which "your work" at said premises, site or location has not yet been completed, as completion is described in the "products-completed operation hazard". All of "your work" at such premises, site or location is deemed to involve a single project, regardless of whether "your work" is abandoned, delayed, or restarted, or if "your work" deviates from plans, blueprints, designs, specifications or timetables.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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2K

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-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, 2024 through December 31, 2025 in the amount of $39,529.69.

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: Jennifer Oppelt, Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

AIS 11323-24-PBH-PATH
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

11323-24-PBH-PATH

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Peninsula Behavioral Health** 118 E 8th Street Port Angeles, WA 98362
Phone:	360-457-0431
Contact Person:	**Wendy Sisk** CEO wendys@peninsulabehavioral.org

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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 PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS Appendix A, Statement of Work and Budget, attached for a maximum consideration of $39,529.69.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

PENINSULA BEHAVIORAL HEALTH:

Wendy Sisk
Authorized Signature

Print name: Wendy Sisk

Title: CEO

Date: December 18, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS:

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$39,529.69.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 ($0.65)

Maximum consideration for this contract is $39,529.69

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
PATH Case Manager	$12,500.00
Total Benefits	$4,377.34
Outreach Supplies	$250.00
One Time Housing Rental Assist	$700.00
Gas Cards for Clients	$250.00
Administration Cost	$1,687.50
TOTAL	**$19,764.84**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
PATH Case Manager	$12,500.00

Total Benefits	$4,377.35
Outreach Supplies	$250.00
One Time Housing Rental Assist	$700.00
Gas Cards for Clients	$250.00
Administration Cost	$1,687.50
TOTAL	**$19,764.85**

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.

2L

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-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, 2024 through December 31, 2025 in the amount of $166,500.00.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
Funds are in 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: , Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

AIS 11323-24-PBH-UN
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

11323-24-PBH-UN

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Peninsula Behavioral Health** 118 E 8th Street Port Angeles, WA 98362
Phone:	360-457-0431
Contact Person:	**Wendy Sisk** CEO wendys@peninsulabehavioral.org

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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 $166,500.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

PENINSULA BEHAVIORAL HEALTH:

Wendy A Sisk
Authorized Signature

Print name: Wendy Sisk

Title: CEO

Date: December 18, 2023

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$166,500.00.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated

staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

   1. Denial or termination of service; and/or

   2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 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 $166,500.00

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
MH Services – No Insurance Coverage	$70,000.00
SUD Services – No Insurance Coverage	$4,250.00
MH Services – Limited Coverage	$9,000.00
TOTAL	**$83,250.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
MH Services – No Insurance Coverage	$70,000.00
SUD Services – No Insurance Coverage	$4,250.00
MH Services – Limited Coverage	$9,000.00
TOTAL	**$83,250.00**

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.

2m

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-PBH-MHFA
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Peninsula Behavioral Health (PBH) for the Mental Health First Aid program. This program will provide several 8-hour training certification courses that will teach community members how to identify, understand, and respond to signs of mental illness. Participants will be taught a five-step action plan to assess a situation, select and implement interventions, provide referrals, and secure appropriate care for an individual. The Mental Health First aid and Youth Mental Health First Aid trainings will be available to any community member at no charge. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $24,000.00.

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: , Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

AIS 11323-24-PBH-MHFA
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

11323-24-PBH-MHFA

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Peninsula Behavioral Health** 118 E 8th Street Port Angeles, WA 98362
Phone:	360-457-0431
Contact Person:	**Wendy Sisk** CEO wendys@peninsulabehavioral.org

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This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for MENTAL HEALTH FIRST AID Appendix A, Statement of Work and Budget, attached for a maximum consideration of $24,000.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

PENINSULA BEHAVIORAL HEALTH:

Wendy A Sisk
Authorized Signature

Print name: Wendy Sisk

Title: CEO

Date: December 18, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS:

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$24,000.00.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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

Peninsula Behavioral Health will provide Mental Health First Aid which is an 8-hour training certification course that teaches community members to identify, understand, and respond to signs of mental illness. Participants are taught a five-step action plan to assess a situation, select and implement interventions, provide referrals, and secure appropriate care for an individual. The Mental Health First Aid and Youth Mental Health First Aid training will be available to any community member at no charge.

Maximum consideration for this contract is $24,000.00.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
4 Mental Health First Aid Classes ADULT	$6,000.00
4 Mental Health First Aid Classes CHILDREN	$6,000.00
TOTAL	**$12,000.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
4 Mental Health First Aid Classes ADULT	$6,000.00
4 Mental Health First Aid Classes CHILDREN	$6,000.00
TOTAL	**$12,000.00**

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.

DEC 26 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-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 ages 0-5. This contract is effective January 1, 2024 through December 31, 2025 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: , Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

11323-24-FSFSC

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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: **Christine Dunn**
Contact Phone: (360) 417-2582
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: **Elisia Anderson**
Executive Director
elisia.anderson@firststepfamilysupport.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 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 _____ 2023.

FIRST STEP FAMILY SUPPORT CENTER:

_____
Authorized Signature

Print name: Elisia Anderson

Title: Executive Director

Date: December 18th, 2023

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 Parents as Teachers program is an evidence-based home visiting program designed to ensure young children are healthy, safe, and ready to learn. The program targets families with multiple high-risk factors in their lives. The program is designed to help parents understand how important they are to their child's physical, social, and emotional 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.

Mileage will be reimbursed at the current federal rate per mile ($0.65).

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 signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Parent Educator	$39,548.00
Executive Director	$9,268.56
PAT Supervisor	$6,163.20
Reflective Supervision	$770.40
Finance Director	$5,872.16
Indirect (max 10%)	$6,162.23
Total Benefits	$22,800.26
Cell Phones, Equipment/service	$1,000.00
Supplies, Program/Office	$2,877.19
Tech Equipment (laptops, monitors, etc)	$500.00

PAT National Recertification	$400.00
Visit Tracker/PAT Dues	$900.00
Email/IT Support/Tech	$438.00
Travel/Training (mileage, fuel to serve families in program, travel to training and training expenses)	$3,300.00
TOTAL	**$100,000.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Parent Educator	$37,890.80
Executive Director	9,731.99
PAT Supervisor	6,594.62
Reflective Supervision	824.33
Finance Director	6,283.21
Indirect (max 10%)	6,132.50
Total Benefits	22,690.23
Cell Phones, Equipment/Service	$1,200.00
Supplies, Program/Office	$3,652.32
Tech Equipment (laptops, monitor, etc)	$200.00
PAT National Recertification	$400.00
Visit Tracker/PAT Dues	$1,000.00
Email/IT Support/Tech	$600.00
Travel/Training (mileage, fuel to serve families in program, travel to training and training expenses)	$2,800.00
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.

DEC 20 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-BGCOP
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and The Boys & Girls Clubs of the Olympic Peninsula for the Comprehensive Behavioral Health and Wellness Plan program. This program will provide intensive staff training to equip staff with the skills to assist members facing behavioral health issues and will implement evidence-based programs that provide safe, nurturing spaces for members to learn, grow, and receive mentorship. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $25,446.30.

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: Jennifer Oppelt, Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

11323-24-BGCOP

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and THE BOYS & GIRLS CLUBS OF THE OLYMPIC PENINSULA, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**The Boys & Girls Clubs of the Olympic Peninsula** 400 W. Fir Street Sequim, WA 98382
Phone:	360-683-8095 x302
Contact Person:	**Janet Gray** Resource Development Director jgray@bgc-op.org

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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 COMPREHENSIVE BEHAVIORAL HEALTH AND WELLNESS PLAN Appendix A, Statement of Work and Budget, attached for a maximum consideration of $25,446.30.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

BOYS & GIRLS CLUBS OF THE OLYMPIC PENINSULA:

Mary Budke
Authorized Signature

Print name: Mary Budke

Title: CEO

Date: 12/14, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS:

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$25,446.30.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 Boys & Girls Clubs of the Olympic Peninsula's Comprehensive Behavioral Health and Wellness Plan will provide intensive staff training to equip staff with the skills to assist members facing behavioral health issues and will implement evidence-based programs that provide safe, nurturing spaces for members to learn, grow, and receive mentorship.

- Positive Action Kits
- Healthy Lifestyle/Behavioral Health Programs
- NAMI Conference Travel Expenses
- Positive Action Program Staff

Maximum consideration for this contract is $25,446.30.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Youth Development Staff	$4,032.00
Program Director/Teen Director	$1,296.00
Unit Director	$864.00
Indirect (max 10%)	$619.20
Positive Action Kits (3rd – 5th grade)	$1,000.00
Positive Action Kits (6th – 8th)	$1,310.00
Positive Action Kits (9th – 12th)	$2,160.00
Positive Action Kit: Drug Prevention (9-11)	$250.00
Positive Action Kit: Drug Prevention (11-18)	$450.00
Positive Action Kit: Bully Prevention (5-12)	$500.00
Healthy Lifestyle/Behavioral Health Programs	$3,679.70
NAMI Conference Travel Expenses	$100.00
TOTAL	**$16,260.90**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Youth Development Staff	$2,304.00
Program Director/Teen Director	$648.00
Indirect (max 10%)	$295.20
Healthy Lifestyle/Behavioral Health Programs	$5,838.20
NAMI Conference Travel Expenses	$100.00
TOTAL	**$9,185.40**

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.

2P

DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-WEOS
☐ 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 Outreach 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, medication monitoring, and adult day support services. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $77,468.00.

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: Jennifer Oppelt, Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

11323-24-WEOS

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**West End Outreach Services** 530 Bogachiel Way Forks, WA 98331
Phone:	360-374-5011
Contact Person:	**Tanya MacNeil** Executive Director tanyam@forkshospital.org

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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 OUTREACH BEHAVIORAL HEALTH SERVICES Appendix A, Statement of Work and Budget, attached for a maximum consideration of $77,468.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

WEST END OUTREACH SERVICES:

Heidi Anderson
Authorized Signature

Print name: Heidi Anderson

Title: CEO

Date: 12-18, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS:

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 Statement of Work and budget (fee schedule), which is included as Appendix A to this Provider Agreement. Contractor shall provide services in compliance with all contractual requirements and state laws. Contractor will bill on the County provided billing form created for the program and **submit required quarterly reports**.

4. PROGRAM FUNDING

Total maximum consideration in this Agreement for the service descriptions set forth in the Statement of Work shall be **$77,468.00.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 by assisting individuals and families to move toward and maintain a recovery lifestyle. Services include intake/assessment, individual and group counseling, case management, peer support services, medication monitoring and adult day support services.

Services will be provided to participants who are underinsured. The individuals and families served will fall at or below the 220% of the federal poverty level guidelines 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 $77,468.00

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
10 Intakes/Assessments	$1,800.00
150 Hours of Individual/Family Therapy	$15,000.00
250 Hours of Group Therapy	$12,500.00
100 Hours of Case Management	$3,500.00
10 Hours of Medication Monitoring	$350.00
25 Hours of Peer Support Services	$875.00
100 Hours of Day Treatment Services	$3,500.00
Insurance Co-Pays	$609.00
Quarterly Reporting	$600.00
TOTAL	**$38,734.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
10 Intakes/Assessments	$1,800.00
150 Hours of Individual/Family Therapy	$15,000.00
250 Hours of Group Therapy	$12,500.00

100 Hours of Case Management	$3,500.00
10 Hours of Medication Monitoring	$350.00
25 Hours of Peer Support Services	$875.00
100 Hours of Day Treatment Services	$3,500.00
Insurance Co-Pays	$1,209.00
TOTAL	**$38,734.00**

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.

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DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-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 Dare to Dream & Love Box programs in Clallam County. 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. The program will provide volunteers with a general framework to engage the children, youth and caregivers, while empowering them with a significant latitude to support the specific needs of each family. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $39,674.77.

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: Jennifer Oppelt, Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

11323-24-TOA

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Transformations by Olympic Angels** P.O. Box 654 Port Townsend, WA 98368
Phone:	510-499-4743
Contact Person:	**Rachel Perkins** Board Vice President rachel@olympicangels.org

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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 LOVE BOX AND DARE TO DREAM CASE MANAGEMENT Appendix A, Statement of Work and Budget, attached for a maximum consideration of $39,674.77.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

TRANSFORMATIONS BY OLYMPIC ANGELS:

_____
Authorized Signature

Print name: Rachel Perkins

Title: Board Vice President

Date: 12/19, 2023

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$39,674.77.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 expand delivery of 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. This program will be delivered by a Case Manager and Program Manager. The program model provides volunteers with a general framework to engage the children, youth and caregivers, while empowering them with significant latitude to support the specific needs of each family. The Case Manager will support this process throughout.

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 $39,674.77.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Case Manager	$5,829.68
Program Manager	$7,153.17
Program Direct Expenses	$2,319.28
Apricot License	$631.63
TOTAL	**$15,933.77**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Case Manager	$8,248.64
Program Manager	$12,372.96
Program Direct Expenses	$2,487.76
Apricot License	$631.64
TOTAL	**$23,741.00**

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.

2r

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-SSD
☐ 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 Sequim School District (SSD) for the Education and Early Intervention for Mental Wellness Program. Sequim High School and Sequim Middle School will provide evidence-based mental health curriculum to all seventh and ninth grade students. The Program Manager will oversee training of appropriate staff members in the curriculum. Program staff will also assist in counseling families and students, and in securing additional resources through community linkages and supports. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $306,450.00.

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: Jennifer Oppelt, Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

11323-24-SSD

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and SEQUIM SCHOOL DISTRICT, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Sequim School District** 503 N. Sequim Ave Sequim, WA 98382	
Phone:	360-582-3260	
Contacts: Administration	**Erin Fox** Principal – Sequim High School efox@sequimschools.org	**Kristen Lunt** Principal – Sequim Middle School klunt@sequimschools.org
Program	**Tarynn Kettel** Mental Wellness Programs Manager tkettel@sequimschools.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 EDUCATION AND EARLY INTERVENTION FOR MENTAL WELLNESS Appendix A, Statement of Work and Budget, attached for a maximum consideration of $306,450.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

SEQUIM SCHOOL DISTRICT:

Authorized Signature

Print name: Darlene Apeland

Title: Director of Business Operations & Finance

Date: December 19, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS:

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$306,450.00.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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

Sequim High School will continue implementation of the previously used evidenced-based Mental Health and High School Curriculum Guide, "Understanding Mental Health and Mental Illness", in the freshman year of every student at Sequim High School. Sequim Middle School will implement the evidence-based Mental Health and School Curriculum Guide, "Understanding Mental Health and Mental Illness, Book 1" in the seventh-grade year of every student at Sequim Middles School. The Program Manager, working directly with the High School and Middle School administration and counselors, will oversee training of appropriate staff members in the curriculum to assure continuity of implementation.

The Program Manager will be a trained professional equipped to respond to student inquiries and provide resources to assist students and families. This individual will collaborate with school counselors to determine when further referrals to more intensive treatment or education are needed. High school and Middle school teaching and counseling staff will be able to use program expertise to improve the services inside and outside of the classroom. Linkages to outside resources and community services for adolescents and their families will be strengthened.

Goals

- To educate staff and students on mental health, mental illnesses and resources
- To mitigate and minimize the stigma around mental illness
- To minimize the current barriers in place for youth seeking mental health resources in our community
- To ensure students to receive mental health services in a timely manner, in turn setting those students up for better success in the classroom and mitigating their likelihood to drop out of high school. According to the National Alliance on Mental Illness, high school students with depression are more than two times more likely to drop out than their peers.
- To minimize the suicidal tendencies and rate of suicide amongst our students. National statistics reflect: 90% of youth who die by suicide had an underlying mental illness. through education and increased access to resources

Maximum consideration for this contract is $306,450.00.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Program Manager	$52,000.00
Contracted Community Counselors	$95,000.00
TOTAL	**$147,000.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Program Manager	$54,600.00

Contracted Community Counselors	$104,850.00
TOTAL	**$159,450.00**

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.

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DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-RCSG-UN
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Reflections Counseling Services Group (RCSG) for the Underinsured & Non-insured Program. This program will provide substance use disorder (SUD) treatment and other behavioral health services to underinsured and non-insured individuals. Direct client services to include outpatient and intensive outpatient treatment services, assessment, individual sessions, individual sessions with family, adult groups, youth groups, case management, and peer support. Financial screening to be done to determine eligibility. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $205,500.00.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
Funds are in 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: Jennifer Oppelt, Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

11323-24-RCSG-UN

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and REFLECTIONS COUNSELING SERVICES GROUP, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Reflections Counseling Services Group** 3430 East HWY 101, Suite 3 Port Angeles, WA 98362
Phone:	360-452-4062 x314
Contact Person:	**G'Nell Ashley** Administrator gnell@rcsgpa.org

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This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for UNDERINSURED & NONINSURED Appendix A, Statement of Work and Budget, attached for a maximum consideration of $205,500.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

REFLECTIONS COUNSELING SERVICES GROUP:

_____
Authorized Signature

Print name: G'Nell Ashley

Title: Administrator

Date: December 12th, 2023

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$205,500.00.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated

staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 to provide substance use disorder (SUD) treatment and other behavioral health services to underinsured and non-insured individuals. Direct client services will include outpatient and intensive outpatient treatment services provided by a Substance Use Disorder Professional or Substance Use Disorder Professional Trainee. All services will be billed as a fee for services. Services will include assessment, individual sessions, individual sessions with family, adult groups, youth groups, case management, and peer support.

Financial screening will be done to establish eligibility and determine that other funding is not available for an individual's treatment.

Maximum consideration for this contract is $205,500.00.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Outpatient/Intensive Outpatient SUD Treatment Services	$102,750.00
TOTAL	**$102,750.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Outpatient/Intensive Outpatient SUD Treatment Services	$102,750.00
TOTAL	**$102,750.00**

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.

2T

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) DEC 2 6 2023

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-RCSG-CI
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Reflections Counseling Services Group (RCSG) for the Crisis Intervention Program. This program aims to stabilize crisis situations, educate families, engage clients in substance use disorder (SUD) treatment, provide referrals, remove barriers to treatment services and offer recovery support during transitions in care. SUD crisis services will be offered on a walk-in basis. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $284,700.00.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
Funds are in 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: Jennifer Oppelt , Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

11323-24-RCSG-CI

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and REFLECTIONS COUNSELING SERVICES GROUP, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Reflections Counseling Services Group** 3430 East HWY 101, Suite 3 Port Angeles, WA 98362
Phone:	360-452-4062 x314
Contact Person:	**G'Nell Ashley** Administrator gnell@rcsgpa.org

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This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for CRISIS INTERVENTION Appendix A, Statement of Work and Budget, attached for a maximum consideration of $284,700.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

REFLECTIONS COUNSELING SERVICES GROUP:

Authorized Signature

Print name: G'Nell Ashley

Title: Administrator

Date: December 12th, 2023

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$284,700.00.** Contractor shall match and account for services in the amounts designated in the Budget portion of the Statement of Work. Contractor shall bill for services at the rates designated in the Statement of Work and reflected on the County's billing form.

The Contractor is responsible for ensuring that adequate funds are available for all clients who enter the program with funds provided by this Contract.

5. MONITORING/EVALUATION VISITS

Over the duration of the contract, the County may make a minimum of one monitoring and/or evaluation visits to the Contractor for the purpose of fiscal and program review. During these visits, the Contractor will make all records and evaluation data available as requested by monitoring/evaluation personnel, as well as associated

staff. Evaluation visits will include interviews with relevant staff and may include observation of program activities. The Contractor will provide Release of Information forms for signature by monitoring/evaluation personnel to ensure that access to confidential material is legally authorized. The monitor will also require that all relevant billing information reimbursed by this contract is available for review.

6. PAYMENT, BILLING AND REPORTS

The Contractor must screen all clients for eligibility for any other public or private funding source that is capable of covering the program's services and such source(s) will always be considered primary. The funds covered by this Agreement shall be considered the billing source of last resort and may never supplant any other sources of available public or private funding for which the client is eligible.

A quarterly data report is required within 30 days of the end of each quarter (April 30, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 crisis intervention, substance use disorder treatment, and case management to those using intravenous drugs (IUID), pregnant and parenting women (PPW) and to individuals meeting the crisis criteria. These services will be used to stabilize crisis situations, educate families and engage clients in SUD treatment, provide referrals, remove barriers to treatment, and offer recovery support during transition of care. SUD Crisis services will be offered on a walk-in basis.

Individuals with Substance Use Disorders and their families may participate in treatment services based on their willingness. Clients will receive referrals, treatment and case management through various levels of care as appropriate. If the client does not wish their family members be included in their treatment planning, RCSG will refer the family to attend a Family Anonymous Program hosted by RCSG. Contractor will provide prevention education and intervention through Love First, to help provide families with progressive evidence-based techniques to help a loved one suffering from SUD.

As clients transition through the levels of care; crisis, detox, residential (if required), through intensive outpatient to outpatient care, RCSG will provide transportation and connect each client with the appropriate social services using our cross-system collaboration. This will include but is not limited to, housing resources, mental health services, medical care, transportation needs, employment support, food security and outreach to the families of the individual or integration back into the community or workplace.

Direct client services and case management will be billed as a fee for services. Direct client services will be provided by a Substance Use Disorder Professional or Substance Use Disorder Professional Trainee. Direct client services will include screening, brief intervention, assessments, and referrals to treatment. Case Management will be provided by a Client Services Coordinator. Case management services will include collaboration with other providers and the client, assisting with housing, transportation, and in-patient treatment services.

Contractor will increase crisis services to the West-End of Clallam County to include those incarcerated at the Forks Correctional Facility. A crisis interventionist will facilitate a weekly two-hour educational group to incarcerated individuals at the Forks Jail using the Smart Recovery Inside Out curriculum.

Transportation expenses will be used for bus tickets or other transportation costs as identified to transport clients to and from treatment. Mileage will be reimbursed at the current federal rate per mile ($0.65)

Housing and client support will include; emergency, temporary, safe clean and sober housing, food, hygiene supplies, kick-it kits for self-detox and clothing.

Technology will include three (3) cell phones used for the Crisis Interventionist and the Client Services Coordinator and two (2) hotspot devices for remote work. One laptop will be purchased.

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 $284,700.00.

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Direct Client Services & Case Management	$102,550.00

Transportation & Mileage ($0.65 per mile) Expenses	$5,000.00
Housing & Client Support	$5,550.00
Technology	$2,500.00
Prevention Education & Intervention Curriculum	$750.00
Forks Jail Services	$26,000.00
TOTAL	**$142,350.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Direct Client Services & Case Management	$102,550.00
Transportation & Mileage ($0.65 per mile)	$5,000.00
Housing & Client Support	$5,550.00
Technology	$2,500.00
Prevention Education & Intervention Curriculum	$750.00
Forks Jail Services	$26,000.00
TOTAL	**$142,350.00**

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.

DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 11323-24-PAFD

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Port Angeles Fire Department (PAFD) for the Community Paramedic Program. The Community Paramedic Program utilizes firefighter-paramedics that work with at-risk people for the provision of medical care services throughout Clallam County. This program will provide an increased level of health care in the community, reduce visits to the ED, reduce 9-1-1 calls, and provide referrals. The Community Paramedics will collaborate with healthcare providers and emergency service partners to identify and support community members living with behavioral health issues, substance use disorders, and chronic health conditions. This contract is effective January 1, 2024 through December 31, 2025 in the amount of $351,871.24.

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: Jennifer Oppelt, Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

AIS 11323-24-PAFD
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

11323-24-PAFD

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 between CLALLAM COUNTY, STATE OF WASHINGTON, hereinafter referred to as "County", and PORT ANGELES FIRE DEPARTMENT, hereinafter referred to as "Contractor".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

Address:	**111 E 3rd Street** Port Angeles, WA 98362
Project Manager:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Port Angeles Fire Department** 102 E 5th Street Port Angeles, WA 98362
Phone:	360-417-4651
Contact Person:	**Derrell Sharp** Fire Chief dsharp@cityofpa.us

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This Agreement is comprised of:

Special Terms and Conditions

General Terms and Conditions

Appendix A – Statement of Work and Budget

To provide Behavioral Health Services for COMMUNITY PARAMEDIC Appendix A, Statement of Work and Budget, attached for a maximum consideration of $351,871.24.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

PORT ANGELES FIRE DEPARTMENT:

_____
Authorized Signature

Print name: Nathan West

Title: Port Angeles City Manager

Date: 12/19/2023, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS:

_____
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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$351,871.24.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed**. Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability insurance shall be written on an insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 utilize a Firefighter/Paramedic that will work with at-risk people for the provision of medical care services throughout Clallam County.

Job Descriptions

2.2 Firefighter/Paramedic

2.2.1 Nature of Work

In addition to general duties and responsibilities of a firefighter, provides patient care and treatment in medical emergencies under the direct or indirect supervision of a physician and, in the event of life-threatening emergencies, on own initiative to the extent authorized by Clallam County ALS Protocols.

2.2.2 Reporting Relationships

While providing emergency patient care and treatment, firefighter/paramedic is under the direct or indirect supervision of the Clallam County Medical Program Director.

When not involved in providing emergency care, works under the general supervision of a superior officer.

2.2.3 Duties and Responsibilities

a. Rides or drives medic vehicle in response to emergency calls; physically examines and takes history of victim; formulates a plan of treatment and performs therapeutic maneuvers in accordance with standing orders; transports to hospital as required.

b. Maintains emergency aid equipment; replenishes medications and supplies.

c. BLS Evaluator, instructs CPR and EMT training.

d. Makes public presentations regarding the Medic I program.

e. Responds to fire emergencies in medic vehicle; works as a member of the engine or ladder company; provides rescue or aid to victims as needed; carries out ventilation procedures; performs salvage and other duties as required.

f. Participates in firefighting training exercises and classroom sessions.

g. Performs routine duties, including maintenance checks and minor repairs to apparatus, cleaning and maintaining station facilities.

2.2.4 Knowledge, Abilities and Skills

a. Must be certified as a paramedic by the Clallam County Medical Program Director, and be a Washington State certified paramedic.

b. Thorough knowledge of modern methods, principles, techniques and practices applied to firefighting, fire prevention, fire safety inspection, natural or man-made disasters, and related fields.

c. Knowledge of and ability to competently use, operate, and maintain firefighting equipment and tools including trucks, ladders, hose, and heavy-duty fire apparatus.

d. Knowledge of salvage and overhaul operations and methods.

e. Ability to operate hand and power tools used in maintenance, construction, and demolition.

f. Knowledge of traffic laws, ordinances, and regulations involving emergency vehicle operation.

g. Ability to memorize the geography, street locations, locations of hydrants, buildings, and routes in the City of Port Angeles as well as individual characteristics of buildings including construction, hazards, and built-in protective devices.

h. Ability to read and interpret maps, plans, and diagrams.

i. Knowledge of the basic principles of building construction, building and fire codes, electricity, and chemistry including the hazardous chemical properties of a variety of materials.

j. Ability to work in the face of real and potential danger.

k. Knowledge of FCC radio communications rules and regulations.

l. Ability to rapidly analyze dangerous situations and take reasonable course of action; reacting quickly and calmly and to recall facts and conditions observed while under severe physical and emotional stress.

m. Ability to deal with the public courteously and effectively; i.e., enforce laws and ordinances with firmness, tact, and impartiality.

n. Ability to maintain harmonious working relationships with supervisors, co-workers, and other City of Port Angeles employees.

o. Ability to perform moderately complex mathematical computations.

p. Ability to communicate effectively, both orally and in writing.

2.2.5 Position Requirements

a. Must be a Washington State certified paramedic. Posses and maintain a valid Washington State driver's license. High school graduate or equivalent.

b. Must attain IFSAC Firefighter II certification in order to be eligible for promotion to Top Step Firefighter/Paramedic.

2.2.6 Physical Requirements

a. Ability to perform a variety of firefighting/paramedic skills and duties such as: Carrying and manipulating hose, ladders, monitors, and other firefighting equipment; lifting firefighting equipment and rescuing people. Climb ladders; extricate victims; operate light and heavy mechanical equipment. Ability to endure physical discomfort for long periods of time. Ability to meet physical requirements shall be determined by pre-employment testing, medical examination, and subsequent on-the-job performance.

b. As a condition of employment, all firefighter/paramedics must be non-smokers at the time of hire and thereafter, on or off the job.

Objectives include;

A. Identify and make contact with a minimum of 75 individuals during every six-month period.

B. Reduce overall incidence of drug overdose fatalities.

C. Reduce visits to the hospital emergency department.

D. Reduce 9-1-1 calls for service.

E. Provide referrals to appropriate health care alternatives.

The Community Paramedics will collaborate with healthcare providers and emergency service partners to identify and support community members living with behavioral health issues, substance use disorders, and chronic

health conditions. Their activities are designed to bridge gaps in care, providing essential assistance until patients have the necessary resources to thrive independently.

Maximum consideration for this contract is $351,871.24

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Community Paramedic	$103,515.57
Community Paramedic	$102.743.76
TOTAL	**$206,259.33**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Community Paramedic	$72,805.96
Community Paramedic	$72,805.96
TOTAL	**$145,611.91**

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.

JV

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-OPGC
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
The attached Contract is between Clallam County Health and Human Services and Olympic Personal Growth Center (OPGC) 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 for 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, 2024 through December 31, 2025 in the amount of $58,860.00.

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: Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

11323-24-OPGC

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Olympic Personal Growth Center** 390 E. Cedar Street Sequim, WA 98382
Phone:	360-681-8463
Contact Person:	**Kristina Bullington** President kristinaopgc@hotmail.com

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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 $58,860.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

OLYMPIC PERSONAL GROWTH CENTER:

_____
Authorized Signature

Print name: Kristina Bullington

Title: President

Date: 12, 18, 2023

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$58,860.00.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

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 ar y 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-C680 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 indiv dual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, Its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provisior 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 Filling the Gap program will provide direct services funding for youth and adults in need of behavioral health treatment and assessment for substance use disorder (SUD) treatment. SUD treatment will consist of several therapy settings including group, individual, family, and conjoint sessions. Candidates will be screened into the program based on financial eligibility and a lack of other resources available to fund their treatment. Services will be provided based on an Individual's needs and diagnosis. Services provided will Include; group therapy, individual therapy, family counseling, conjoint sessions, assessments, case management, urina ysis testing, outreach and engagement, and recovery coaching (peer support).

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.
- 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, and social relationships.

Maximum consideration for this contract is $58,860.00

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE
January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Group Therapy	$25,830.00
Individual Therapy	$2,400.00
Assesment	$1,200.00
TOTAL	**$29,430.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Group Therapy	$25,830.00
Individual Therapy	$2,400.00
Assessment	$1,200.00
TOTAL	**$29,430.00**

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.

DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Clallam County Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12.26.23**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11323-24-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 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, 2024 through December 31, 2025 in the amount of $220,000.00.

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: , Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Christine Dunn and Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: 12.20.23

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

AIS 11323-24-OPCC
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

11323-24-OPCC

PROVIDER AGREEMENT
BEHAVIORAL HEALTH FUND

This AMENDMENT is entered into and effective January 1, 2024 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:	**Christine Dunn**
Contact Phone:	(360) 417-2582
Contact Fax:	(360) 452-9605

Contractor:	**Olympic Peninsula Community Clinic** 819 Georgiana Street Port Angeles, WA 98362
Phone:	360-457-4431
Contact Person:	**T. Scott Brandon** CEO tsbrandon@opcclinic.org

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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 Appendix A, Statement of Work and Budget, attached for a maximum consideration of $220,000.00.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this _____ day of _____ 2023.

OLYMPIC PENINSULA COMMUNITY CLINIC:

T. Scott Brandon
Authorized Signature

Print name: T.Scott Brandon

Title: CEO

Date: 18-DEC, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS:

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, 2024 through December 31, 2025.

3. STATEMENT OF WORK

Services to be provided are as described in the Contractor's 2024 -2025 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 **$220,000.00.** 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, 2024, July 31, 2024, October 31, 2024, January 31, 2025, April 30, 2025, July 31, 2025, October 31, 2025, and January 31, 2026). The quarterly report will be recorded on a form created by the reporting team.

A. Quarterly electronic reports will be submitted in an online form collaboratively developed with the County and reporting team. This form will include a short narrative summarizing the Contractor's quarterly activities under this agreement including any problems, delays, or adverse conditions that 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 shall be provided to the County Project Manager.

Contractors are also to comply with County requirements concerning the collection and transmission of Client Satisfaction information.

C. Billing Requirements.
The Contractor shall bill for services pursuant to this agreement no later than **45 days after the last day of the month in which services for which reimbursement is sought are rendered or performed.** Payment for services which are not timely billed as described above may be withheld at the sole discretion of the County. A pattern of failure to do so may result in forfeiture or withholding of funding for services that are not billed within this timeframe at the sole discretion of the County. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail. If Contractor is submitting monthly billing by mail, send 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.

The contractor shall submit all invoices/requests for reimbursement due under this agreement before February 27, 2026. Any compensation that is due to the contractor that has not been billed/invoiced and received by the county prior to this date shall be deemed waived and surrendered by the contractor under this agreement. Under no circumstance shall the County be deemed responsible to reimburse the contractor for any claim to reimbursement under this agreement for services which are billed or invoiced after February 27, 2026.

CLALLAM COUNTY
BEHAVIORAL HEALTH
PROGRAM FUND CONTRACT
GENERAL TERMS AND CONDITIONS

A. RELATIONSHIP OF THE PARTIES

The parties agree that an "Independent Contractor – County" relationship is created by this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees, including vacation and medical benefits, holiday and sick leave pay, and any other rights and/or privileges afforded to Clallam County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement. The Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under, but not limited to, social security and income tax laws and business and occupation tax laws. In the performance of the contracted activities herein contemplated, the Contractor is an independent contractor with the responsibility and authority to control and direct the performance and the details of the work in accordance with the terms and conditions of this Agreement. However, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of examination, inspection and review to secure the satisfactory completion thereof. In the event that either the state or federal government determines that an employer-employee relationship exists rather than an independent contractor relationship such that the County is deemed responsible for federal withholding, social security contributions and the like, the Contractor agrees to reimburse the County for any payments made or required to be made by the County.

B. NON-COMPLIANCE

Recovery of Costs Claimed in Error: If the Contractor claims and is reimbursed for costs under a cost-reimbursement contract which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of this Agreement, the Contractor agrees to cooperate fully in the recovery of these costs, including participation in auditing procedures and subsequent full reimbursement of applicable funds to the County.

A. Stop Placement: The County may stop the placement of clients in a treatment program immediately upon finding that the Contractor or Subcontractor is not in compliance with provision of applicable Federal and State laws and regulations or these General Terms and Conditions.

B. Additional Remuneration Prohibited: The Contractor shall not charge or accept additional remuneration from any client or relative, friend, payee, guardian or attorney of the client, or any other person, for services provided under this Agreement other than those specifically authorized by the County. In the event the Contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged, and recoup reasonable attorney's fees incurred in connection with the claim. Any violation of this provision shall be deemed a material breach of this Agreement and shall constitute grounds for termination.

C. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

C. THE CONTRACTOR AND SUBCONTRACTOR(S)

The Contractor assumes all responsibility for the actions of any subcontractors.

The Contractor may enter into written subcontracts with persons, partnerships, corporations, "limited liability companies", or government entities, only upon notifying the County in writing of its intent to subcontract with such entities. County approval will be in writing.

In the event that the Contractor employs the use of any subcontractors with the written approval of the County, the subcontract between the Contractor and the subcontractor shall specify that the subcontractor is bound by the terms of this Contractor Agreement between the County and the Contractor. The Contractor shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

Subcontractor Duplication of Work: The Contractor ensures that work to be performed under any subcontract does not duplicate work to be charged to the County under any other contract or agreement with the subcontractor.

4. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will avoid organizational conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities. The Contract will ensure that its subcontractors, employees, agents or representatives avoid conflicts of interest or the appearance of a conflict of interest in disbursing contract funds for any purpose and in the conduct of procurement activities.

5. STAFFING AND CREDENTIALS

The Contractor is to inform the County immediately of staff vacancies and other changes in staffing to projects funded by this source, where such staff changes are a departure from staffing patterns outlined in the Contractor's proposal. In general, the Contractor is to inform the County immediately of any situation that would compromise the Contractor's ability to conduct the activities outlined in the Statement of Work within proposed time frames.

All Contractor personnel shall possess the necessary license/registration/certification as required by law and Health Care Authority policy and in accordance with WAC 182, WAC 246-341, RCW 71.24.037, and any successors as applicable.

6. DRUG-FREE WORKPLACE

The Contractor shall maintain a drug-free workplace in accordance with WAC 296-800-11025, with the following information articulated in the agency personnel manual:

A. A philosophy of non-tolerance of illegal drug-related activity;

B. Agency standards of prohibited conduct; and

C. Actions to be taken in the event a staff member misuses alcohol or other drugs.

7. CLIENT ABUSE

The Contractor shall immediately report all instances of suspected client abuse to the Washington State Department of Social and Health Services in accordance with State and Federal laws, Health Care Authority and Washington State Department of Social and Health Services policies.

8. NON-DISCRIMINATION

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances relating to nondiscrimination.

9. CRIMINAL HISTORY BACKGROUND CHECK

Background Check (RCW 43.43, 388-877-0500 WAC, 246-341 WAC)

A. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities. Said criminal background checks shall be renewed not less than every three years thereafter for all persons who have

unsupervised access to children, adolescents, vulnerable adults and persons who have developmental disabilities.

B. When providing services to youth, the contractor shall ensure that requirements of WAC 388-06 are met.

10. BEHAVIORAL HEALTH TREATMENT REQUIREMENTS (if applicable)

If an organization is proposing to offer behavioral health treatment services, they must be authorized to provide these services, and/or subcontract with organizations authorized to provide these services.

Requirements for providing behavioral health treatment include:

A. An agency must be licensed through the Washington State Department of Health or Health Care Authority as directed under House Bill 1388. An agency must meet the requirements of chapter 246-341 WAC and 388-877-065 WAC through 388-877-0680 WAC, 182 WAC, and 246-341 WAC applicable local and state rules, and state and federal statutes.

Or

B. An individual must be licensed through the Washington State Department of Health as an advanced social worker, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed marriage and family therapist. An individual must meet the requirements of 18.225 RCW and practice within their scope of work.

All licensed individuals and/or organizations must maintain their licensure through the duration of the project.

Mental health treatment services and substance use treatment services shall be delivered in accordance with:

A. CFR 42, CFR 438, or any successors and Federal 1915(b) Mental Health Waiver, Medicaid State plan or any successors;

B. Other provisions of Title XIX of the Social Security Act, or any successors;

C. RCW 70.02, 71.05, 71.24, and 71.34 or any successors;

D. Chapter 388-855 WAC, 388-875 WAC, 182 WAC, 246-341 WAC or any successors;

E. Other applicable state and federal statutes and regulations, or any successors.

11. DEBARMENT CERTIFICATION

The Contractor, by virtue of signing this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any Federal or State department or agency.

12. AUDITING AND COST RECOVERY CODE

A. The Contractor shall perform and submit an independent financial audit, at a minimum on an annual basis. An audit report must be submitted to the County with a letter from management that addresses the adequacy of internal controls within the Contractor's organization.

In accordance with the Single Audit Act, and the State to County Basic Agreement, should the Contractor's total federal funds deem an audit level required by OMB A-133, this audit type is required. The Contractor must notify County of the Contractor's total federal funding and the determination of the applicability.

The audit must be in accordance with Generally Accepted Accounting Principles (GAAP) and include in the management letter to the County any audit findings. Contractors must take corrective action on any audit findings and provide the County documentation on the timely resolution of such findings. The audit and/or any corrective action will be at no cost to the County.

The Contractor shall establish and maintain an adequate system of internal controls to ensure the efficient use and proper processing of contract funds.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Annual monitoring by the County shall be conducted to determine compliance with the rules and regulations of each service modality.

Contractors are required to maintain client clinical and financial records for a minimum of six (6) years from the date of services. Failure to submit or failure to retain adequate documentation for services billed to the County may result in recovery of payments for services not adequately or correctly documented, and may result in termination of this Agreement.

An independent review may take the place of an audit if that process is able to reasonably assure the financial stability of the Contactor's operations. The review/audit should cover the entire operations of the Contractor. Any exceptions to this process must be granted by the County in writing.

Based upon findings of an audit, investigation, field visit, examination, or other proceeding, the County may order a repayment of excess payments.

B. Property: Property furnished to the Contractor by the County, or financed or prepaid by the County, or provided by the County, shall:

1. Be used only for the performance of this Agreement;

2. Be reasonably protected from damage or loss;

3. Be surrendered to County prior to settlement upon completion, termination, or cancellation of this Agreement.

13. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Contractor or its subcontractors are out of compliance with any of the terms or conditions of this Agreement, the following process will be pursued:

A. The Contract Project Manager named on the face sheet of this Agreement notifies in writing the appropriate Contractor staff of the potential non-compliance and an agreeable solution is reached.

B. If the process described in (A) does not result in resolution, the County will establish a date when representatives of the County and the Contractor shall meet and discuss areas of contention and attempt to resolve the issues involved.

C. The County will provide by registered mail to the Contractor Director and Board President a written summary of the areas of non-compliance or potential non-compliance.

D. Within twenty (20) days of the date the written notification was mailed, a discussion between the County and the Contractor Director or Board designee regarding the areas of non-compliance or potential non-compliance shall be conducted.

E. If the County and the Contractor cannot agree upon a resolution, the County shall withhold payments related to the area(s) of non-compliance or potential non-compliance, unless a written extension of the period to agree upon corrective action is issued by the County.

14. DEFEND, INDEMNIFY, AND HOLD HARMLESS

Defense and Indemnity Agreement: The Contractor agrees to defend, indemnify and hold harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such

injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

15. MODIFICATION, TERMINATION, SANCTIONS AND RENEWAL

Any change in the Agreement or its attachments shall be approved in writing by a representative from each party and documented as a written amendment before becoming effective. Either party may request that the Agreement terms be renegotiated when circumstances, which were neither foreseen nor reasonably foreseeable, arise during the period of performance of this Agreement. Such circumstances must have a substantial and material impact upon the performance projected under this Agreement and must be outside of the control of either party.

Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, terminate the Agreement, and at the County's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

Termination Due to Insufficient Funds: If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this Agreement upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.

Termination Procedure: The following provisions apply in the event that this Agreement is terminated:

A. The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

B. The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

C. If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.

Nothing in this Agreement shall be construed to limit either party's legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any of the terms of this Agreement. Failure to act on any default shall not constitute waiver of rights on such default or on any subsequent default.

Any civil action brought by any party under or pursuant to this Agreement shall be commenced and maintained in the Superior Court of Washington, Clallam County.

16. CLIENT RIGHTS

A. Client eligibility will be determined by the definition of the client base for which these funds were approved, as indicated in the Statement of Work (Attachment A).

B. Eligible clients requesting services must be responded to by the Contractor within 72 business hours of initial contact, and the initial intake/assessment appointment must be set up within two weeks or less of initial contact.

C. The Contractor shall develop policies which specify how clients will be informed of their right to a hearing in the case of:

1. Denial or termination of service; and/or

2. Failure to act upon a request for services with reasonable promptness.

17. DATA SHARING ARRANGEMENT

The Contractor will share data with the County for program evaluation purposes and for back-up documentation of services billed, using the data elements and data collection mechanisms documented in the original proposal and Statement of Work. Output data is expected to accompany monthly billings and will be subject to inspection during County monitoring visits, while both output and outcome data are to be summarized and reported in progress and final reports. Documentation of a pattern of failure to comply with these expectations may result in corrective action requirements and/or the withholding of funds.

A. Contractors will utilize the data collection system developed by the County and/or Kitsap Public Health District. These will be used to provide back-up data to all billings to the County, taking care to ensure that client data is kept confidential and that no client is reported by name. This data collection system will also be utilized to provide output data in progress and final reports.

B. The Contractor shall take due care to protect said data from unauthorized physical and electronic access. The Contractor may use personal information and other information or data gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall maintain the confidentiality of all client information and other information gained by reason of this Agreement.

C. No information that identifies an individual client is to be shared with any other agency (county, state, federal or other) unless the request is specifically approved in writing by the client or the sharing meets one of the exceptions described in CFR42 Part 2 and 45 CFR.

18. CLIENT RECORDS

The Contractor shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the Federal Regulations for the Confidentiality of Alcohol and Drug Client Records, 42 CFR Part 2; and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et.seq. and 45 CFR parts 160, 162, and 164. Other requirements related to mental health records must be complied with and include 45 CFR 431.300 through 431.307, 45 CFR part 164, and RCW 70.02, 71.24 and 71.34.

A. All fiscal and clinical records pertaining to services delivered under the terms of this Agreement shall be maintained for a minimum of six years after the discharge or transfer of the client. Records must be retained for two years in the event of client death.

B. Documentation and records as specified by WAC 246-341 and Mental Health Code must be maintained to support the services and levels of service billed. The records and supportive material must be available to the County during monitoring visits and upon written request. Monitoring visits will be conducted to determine compliance with the above rules and regulations.

19. INSURANCE

The Contractor shall purchase and maintain such insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under this Agreement whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under Workers' Compensation, disability benefit and similar employee benefit acts which are applicable to the work to be performed.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.

C. Claims for damages because of bodily injury or death of any person other than employees.

D. Claims for damages insured by usual personal injury liability coverage.

E. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.

F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The requirements of this section shall not limit Contractor's responsibility to defend and/or indemnify and/or hold harmless under Section 14 of this Agreement.

A. COVERAGE FORMS

1. With respect to Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, the Contractor shall so certify by a letter signed by a corporate officer. Such letter shall set forth the limits of any excess insurance covering its employees.

   With respect to the performance of this Agreement as to claims against the County, its officers, elected and appointed officials, employees, agents, and volunteers, the Contractor expressly waives its immunity under RCW, Title 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to defend, indemnify and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. The County, its officers, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds. As with other provisions of this Agreement, this provision was mutually negotiated between the parties to this Agreement.

2. General Liability Insurance shall be written on an Insurance industry standard Commercial General Liability Occurrence policy form, and shall provide insurance for bodily injury and property damage liability to include the following: premises and operations; blanket contractual liability insuring obligations assumed under this section; explosion, collapse and underground hazard perils; broad form property damage; and personal injury liability. In addition, the following coverage extensions shall 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 program will provide proactive, reactive and co-response outreach to identify underserved community members with behavioral health needs throughout the entirety of Clallam County with a focus on addressing the needs in the West End. 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 program will:

- Provide proactive outreach, co-response and referral-based identification. Objective to contact 250 qualifying community members per year via outreach, co-response or referral.
- Provide behavioral health care and case management services.
- Coordinate with service providers to link participants to behavioral health and other necessary services. Target of 40% service linkage.

Maximum consideration for this contract is $220,000.00

In addition, **quarterly reporting** is required per section 6. **PAYMENT, BILLING AND REPORTS** in the Special Terms and Conditions. All monthly billings will be signed and submitted on the county provided invoice and are required to include backup for reimbursement that supports all services being billed. Billing may be submitted either electronically or by mail.

BUDGET/FEE SCHEDULE

January 1, 2024 – December 31, 2024

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Case Management	$54,000.00
Scheduler/Coordinator	$8,000.00
Program Supervision	$8,000.00
Medical/Behavioral Provider	$30,000.00
TOTAL	**$100,000.00**

January 1, 2025 – December 31, 2025

SERVICE	MAXIMUM REIMBURSED BY COUNTY
Case Management	$60,000.00
Scheduler/Coordinator	$12,000.00
Program Supervision	$10,000.00
Medical/Behavioral Provider	$38,000.00
TOTAL	**$120,000.00**

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.

3A

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Board of Equalization

WORK SESSION ☒ **Meeting Date: 12/11/2023**

REGULAR AGENDA ☒ **Meeting Date: 12/26/2023**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☒ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

RCW 84.48.010 requires approval of the legislative authority for the Board of Equalization to convene at any time petitions filed exceed twenty-five or 10 percent of the number of appeals filed in the preceding year, whichever is greater. To date, more than 10% of the appeals filed in the preceding year have been filed.

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?)

Adopt the Resolution allowing the Board of Equalization to convene for the purposes of hearing appeals.

County Official signature & print name: Rachel Weed Rachel Weed, BOE Clerk

Name of Employee/Stakeholder attending meeting: Rachel Weed

Relevant Departments: BOE

Date submitted: 12/6/2023

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* 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)

Reconvene Board of Equalization 12.26.23
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

AUTHORIZING THE BOARD OF EQUALIZATION TO CONVENE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. RCW 84.48.010 requires approval of the legislative authority for the Board of Equalization to convene at any time petitions filed exceed 25 or 10 percent of the number of appeals filed in the preceding year, whichever is greater.

2. The Clerk of the Board of Equalization verifies the requirements for convening under RCW 84.48.010 have been satisfied.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. Approves the request of the Board of Equalization to convene for the purpose of hearing appeals filed for the 2023 assessment year, taxes payable in 2024.

PASSED AND ADOPTED this 26th of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, Clerk of the Board

DRAFT

36

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-11-23**

REGULAR AGENDA ☒ **Meeting Date: 12-26-23**

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:
Vacancies exist on the Sheriff's Citizens Advisory Committee due to the expiration of terms.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. Two new applications were received.

The current members advised the Commissioner's Office of their interest in continuing to serve and asked to be considered for another term.

Brian King, Sheriff, endorses the reappointment of Charles Meyer, Lourene O'Brien, and Alan Barnard to the Sheriff's Citizen Advisory Committee.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution reappointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Sheriff's Office

Relevant Departments: Board of Commissioners and Sheriff's Office

Date submitted: 11-30-23

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

REAPPOINTING MEMBERS TO THE SHERIFF'S CITIZENS ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Sheriff's Citizens Advisory Committee due to the expiration of terms.

2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. Two new applications were received.

3. The current members advised the Commissioner's Office of their interest in continuing to serve and asked to be considered for another term.

4. Brian King, Sheriff, endorses the reappointment of Charles Meyer, Lourene O'Brien, and Alan Barnard to the Sheriff's Citizen Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. That **Charles Meyer** is reappointed to the Unincorporated area surrounding Sequim position for a term expiring December 31, 2026.

2. That **Lourene O'Brien** is reappointed to the Unincorporated area surrounding Port Angeles position for a term expiring December 31, 2026.

3. That **Alan Barnard** is reappointed to the At-large position for a term expiring December 31, 2026.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

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Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.251
Appointee
Sheriff's Office

DRAFT

3C

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

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:
Vacancies exist on the Permit Advisory Board due to the expiration of terms.

A press release was issued in November 2023 to solicit applications from interested citizens. The current members with the expiring terms were notified. No other applications were received.

The members with the expiring terms notified the Commissioner's Office in writing they are interested in continuing to serve and asked to be considered for another term.

The Director of the Department of Community Development supports the reappointments of Annie O'Rourke, Mattias Jarvegren and Carla Sebastian.

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, Department of Community Development

Relevant Departments: Board of Commissioners, Department of Community Development

Date submitted: 11-30-23

RESOLUTION _____, 2023

REAPPOINTING MEMBERS TO THE PERMIT ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Permit Advisory Board due to the expiration of terms.

2. A press release was issued in November 2023 to solicit applications from interested citizens. The current members with the expiring terms were notified. No other applications were received.

3. The members with the expiring terms notified the Commissioner's Office in writing they are interested in continuing to serve and asked to be considered for another term.

4. The Director of the Department of Community Development supports the reappointments of Annie O'Rourke, Mattias Jarvegren and Carla Sebastian.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. **Annie O'Rourke** is reappointed as the Code Consultant representative for a term ending December 31, 2026.

2. **Mattias Jarvegren** is reappointed as the Energy Industry representative for a term ending December 31, 2026.

3. **Carla Sebastian** is reappointed as the Homebuilders' Association representative for a term ending December 31, 2026.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

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Mark Ozias, Chair

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Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

c: A22.171
Appointee
DCD

DRAFT

3d

DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-11-23**

REGULAR AGENDA ☒ **Meeting Date: 12-26-23**

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☒ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Executive summary:

A vacancy exists on the Housing Solutions Committee due to an expiration of term.

A notice of vacancy was issued to the press in November 2023 to solicit applications and the current member with an expiring term was notified. One new application was received.

The member whose term is expiring notified the Board of Commissioner's in writing that they are interested in being considered for reappointment.

The North Peninsula Building Association recommends the reappointment of Gregory McCarry to the Housing Solutions Committee.

Commissioner Johnson endorses the reappointment of Gregory McCarry to the Housing Solutions Committee.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve and sign resolution reappointing.

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: 12-4-23

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

REAPPOINTING A MEMBER TO THE
HOUSING SOLUTIONS COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Housing Solutions Committee due to an expiration of term.

2. A notice of vacancy was issued to the press in November 2023 to solicit applications and the current member with an expiring term was notified. One new application was received.

3. The member whose term is expiring notified the Board of Commissioner's in writing that they are interested in being considered for reappointment.

4. The North Peninsula Building Association recommends the reappointment of Gregory McCarry to the Housing Solutions Committee.

5. Commissioner Johnson endorses the reappointment of Gregory McCarry to the Housing Solutions Committee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. **Gregory McCarry** is reappointed to serve as the North Peninsula Building Association representative for a term ending December 31, 2026.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

DRAFT

3e

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) DEC 2 6 2023

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-11-23**

REGULAR AGENDA ☒ **Meeting Date: 12-26-23**

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:
Vacancies exist on the Planning Commission due to the expiration of terms.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with expiring terms were notified. One application was received.

The members with the expiring terms advised the Commissioner's Office in writing they are interested in continuing service and asked to be considered for another term.

The Director of the Department of Community Development supports their reappointments.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution appointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Department of Community Development

Relevant Departments: Board of Commissioners and Department of Community Development

Date submitted: 12-4-23

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* 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)

Planning Commission Booth et al 12-26-23
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

REAPPOINTING MEMBERS TO THE PLANNING COMMISSION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Planning Commission due to the expiration of terms.

2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with expiring terms were notified. One application was received.

3. The members with the expiring terms advised the Commissioner's Office in writing they are interested in continuing service and asked to be considered for another term.

4. The Director of the Department of Community Development supports their reappointments.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Nikki Booth** is reappointed to serve as the District I (a) representative for a term ending December 31, 2027.

2. **Thomas Butler** is reappointed to serve as the District II (c) representative for a term ending December 31, 2027.

3. **Kenneth Reandeau** is reappointed to serve as the District III (b) representative for a term ending December 31, 2027.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

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Mark Ozias, Chair

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Randy Johnson

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Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.171
Appointee(s)
DCD

DRAFT

3F

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-11-23**

REGULAR AGENDA ☒ **Meeting Date: 12-26-23**

Item summary:

- ☐ Call for Hearing
- ☐ Contract/Agreement/MOU - Contract #
- ☒ Resolution
- ☐ Proclamation
- ☐ Budget Item
- ☐ Draft Ordinance
- ☐ Final Ordinance
- ☐ Other

Executive summary:

Vacancies exist on the Homelessness Task Force due to the expiration of terms.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. Three applications were received.

The members with the expiring terms advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.

Health and Human Services Deputy Director endorses the reappointment of Sarah Woodward and Sharon Maggard to the Homelessness Task Force.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution appointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Health & Human Services Department

Relevant Departments: Board of Commissioners, Health & Human Services Department

Date submitted: 12-4-23

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

REAPPOINTING A MEMBER TO THE HOMELESSNESS TASK FORCE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Homelessness Task Force due to the expiration of terms.

2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. Three applications were received.

3. The members with the expiring terms 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 Deputy Director endorses the reappointment of Sarah Woodward and Sharon Maggard to the Homelessness Task Force.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Sarah Woodard** is reappointed as the representative for Domestic Violence/Sexual Assault Providers for a term expiring December 31, 2026.

2. **Sharon Maggard** is reappointed as the representative for Serenity House for a term expiring on December 31, 2026.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

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Mark Ozias, Chair

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Randy Johnson

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Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.163
Appointee(s)
HHS

DRAFT

AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-11-23**

REGULAR AGENDA ☒ **Meeting Date: 12-26-23**

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:
Vacancies exist on the Opportunity Fund Board due to expiration of terms.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. No new applications were received.

The current members advised the Commissioner's Office of their interest in continuing to serve and asked to be considered for another term.

The Executive Director of the Economic Development Corporation supports the continued participation and reappointment of these members.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution reappointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Colleen McAleer

Relevant Departments: EDC/BOCC

Date submitted: 12-5-23

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* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

REAPPOINTING MEMBERS TO THE OPPORTUNITY FUND BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Opportunity Fund Board due to expiration of terms.

2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. No new applications were received.

3. The current members advised the Commissioner's Office of their interest in continuing to serve and asked to be considered for another term.

4. The Executive Director of the Economic Development Corporation supports the continued participation and reappointment of these members.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Bill Hermann** is reappointed as the Port of Port Angeles representative on the Opportunity Fund Board for a term expiring December 31, 2026.

2. **Johanna Bartee** is reappointed as the City of Port Angeles on the Opportunity Fund Board for a term expiring December 31, 2026.

3. **Joseph Murray** is reappointed as the District III representative on the Opportunity Fund Board for a term expiring December 31, 2026.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

c: A22.27
Appointee (s)
EDC

DRAFT

3h

DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

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:

Vacancies exist on the Marine Resources Committee due to the expiration of terms.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current member with an expiring term was notified. Two applications were received.

The members with the expiring terms advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.

The Department of Community Development endorses the reappointments of Robert Vreeland, Ann Soule and Lyn Muench to the Marine Resources Committee.

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, Department of Community Development – Rebecca Mahan

Relevant Departments: Board of Commissioners, Department of Community Development

Date submitted: 12-6-23

RESOLUTION _____, 2023

REAPPOINTING MEMBERS TO THE
MARINE RESOURCES COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Marine Resources Committee due to the expiration of terms.

2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current member with an expiring term was notified. Two applications were received.

3. The members with the expiring terms advised the Commissioner's Office in writing that they are interested in continuing service and asked to be considered for another term.

4. The Department of Community Development endorses the reappointments of Robert Vreeland, Ann Soule and Lyn Muench to the Marine Resources Committee.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Robert Vreeland** is reappointed to serve as the Conservation/Environmental representative for a term ending December 31, 2027.

2. **Ann Soule** is reappointed to serve as the District II representative for a term ending December 31, 2027.

3. **Lyn Muench** is reappointed to serve as the District II Alternate representative for a term ending December 31, 2027.

PASSED AND ADOPTED this 26th day of December 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

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Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.164
Appointee
DCD

DRAFT

3i

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) DEC 26 2023

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12/11/23**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

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:
Vacancies exist on the Solid Waste Advisory Committee due to expiration of terms.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. Three new applications were received.

The members whose terms are expiring notified the Board of Commissioner's in writing that they are interested in being considered for reappointment.

The Public Works Department endorses the appointment of Joey Deese to the Solid Waste Advisory Committee.

The Public Works Department endorses the reappointments of Christy Cox, Brian Tate, Stephen Pendleton and Clea Rome to the Solid Waste Advisory Committee.

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 appoint.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Public Works

Relevant Departments: Board of Commissioners, Public Works

Date submitted: 12-5-23

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* 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)

SWAC Cox et al 12-26-23
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

APPOINTING AND REAPPOINTING MEMBERS
TO THE SOLID WASTE ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Solid Waste Advisory Committee due to expiration of terms.

2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. Three new applications were received.

3. The members whose terms are expiring notified the Board of Commissioner's in writing that they are interested in being considered for reappointment.

4. The Public Works Department endorses the appointment of Joey Deese to the Solid Waste Advisory Committee.

5. The Public Works Department endorses the reappointments of Christy Cox, Brian Tate, Stephen Pendleton and Clea Rome to the Solid Waste Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Joey Deese** is appointed to serve as the Solid Waste Industry (Waste Connection) representative for a term ending December 31, 2026.

2. **Christy Cox** is reappointed to serve as the At-large representative for a term ending December 31, 2026.

3. **Brian Tate** is reappointed to serve as the Solid Waste Industry (Waste Connection) Alternate representative for a term ending December 31, 2026.

4. **Stephen Pendleton** is reappointed to serve as the Tribal Governments representative for a term ending December 31, 2026.

5. **Clea Rome** is reappointed to serve as the Agriculture Community Category Alternate representative for a term ending December 31, 2026.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

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Mark Ozias, Chair

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Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.177
Appointee
Public Works

DRAFT

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DEC 2 6 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 12-11-23**

REGULAR AGENDA ☒ **Meeting Date: 12-26-23**

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:

Vacancies exist on the Trails Advisory Committee due to the expiration of terms.

A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. One new application was received.

The current members with the expiring terms notified the Board of Commissioners in writing that they are interested in continuing to serve and asked to be considered for another term.

Public Works/Road Department endorses the reappointment of the members listed to the Trails Advisory Committee.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution reappointing.

County Official signature & print name: Loni Gores Loni Gores, Clerk
Name of Employee/Stakeholder attending meeting: Board of Commissioners and Steve Gray – Public works / Road Department

Relevant Departments: Public Works/Roads/BOCC

Date submitted: 12-5-23

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Questions? Call Loni Gores, Clerk of the Board, ext 2256

RESOLUTION _____, 2023

REAPPOINTING MEMBERS TO THE TRAILS ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Trails Advisory Committee due to the expiration of terms.
2. A press release was issued during the month of November 2023 soliciting applications from interested citizens, and the current members with the expiring terms were notified. One new application was received.
3. The current members with the expiring terms notified the Board of Commissioners in writing that they are interested in continuing to serve and asked to be considered for another term.
4. Public Works/Road Department endorses the reappointment of the members listed below to the Trails Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Board of Commissioners, in consideration of the above findings of fact:

1. **Dick Gritman** is reappointed to the Sequim Area Citizen-at-Large position for a term expiring December 31, 2025.
2. **Gordon Taylor** is reappointed to the Western Area Citizen-at-Large position for a term expiring December 31, 2025.
3. **Andrew Stevenson** is reappointed to the Straits Area Citizen-at-Large position for a term expiring December 31, 2025.
4. **Justin Zarzeczny** is reappointed to the Department of Natural Resources position for a term expiring December 31, 2025.
5. **Charlie Commeree** is reappointed to the City of Port Angeles position for a term expiring December 31, 2025.
6. **William Biery** is reappointed to the City of Sequim position for a term expiring December 31, 2025.
7. **Erik Rohrer** is reappointed to the City of Forks position for a term expiring December 31, 2025.
8. **Wendy Clark-Getzin** is reappointed to the Tribal Government position for a term expiring December 31, 2025.
9. **Elizabeth A. Cusanelli** is reappointed to the U.S. Forest Service (ex-officio member) position for the term expiring December 31, 2025.
10. **Jennifer Reandeau** is reappointed to the Backcountry Houseman position for a term expiring December 31, 2025.
11. **Lorrie Mittmann** is reappointed to the Trail Events Coordinator position for a term expiring December 31, 2025.
12. **James Mraz** is reappointed to serve as the Peninsula Trails Coalition representative for a term expiring December 31, 2025.
13. **Steve Gray** is reappointed as the Clallam County Road Department/Ex officio representative for a term expiring December 31, 2025.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

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Mark Ozias, Chair

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Randy Johnson

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Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

A22.177 / Appointee / Public Works

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AGENDA ITEM SUMMARY

DEC 2 6 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 12/26/23**

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 Boundary Review Board due to expiration of terms.

A notice of vacancy was issued to the press in November 2023 to solicit applications, and the current member with an expiring term was notified. No applications were received.

State of Washington Governor Jay Inslee recommends the reappointment of Richard Hendricksen to the Clallam County Boundary Review Board – Governor Appointee position.

The member with the expiring term advised the Commissioner's Office of their interest in continuing to serve.

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

Relevant Departments: Board of Commissioners

Date submitted: 12-15-23

RESOLUTION _____, 2023

REAPPOINTING REPRESENTATIVES
TO THE BOUNDARY REVIEW BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Boundary Review Board due to expiration of terms.

2. A notice of vacancy was issued to the press in November 2023 to solicit applications, and the current member with an expiring term was notified. No applications were received.

3. State of Washington Governor Jay Inslee recommends the reappointment of Richard Hendricksen to the Clallam County Boundary Review Board – Governor Appointee position.

4. The member with the expiring term advised the Commissioner's Office of their interest in continuing to serve.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. **Richard Hendricksen** is reappointed to the Governor Appointee representative position on the Boundary Review Board for a term ending December 31, 2027.

PASSED AND ADOPTED this 26th day of December 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

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Mark Ozias, Chair

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Randy Johnson

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Mike French

ATTEST:

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Loni Gores, CMC, Clerk of the Board

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