



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, July 22, 2024 – 9:00 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

Administration ? 9 a.m.

1. Calendar/Correspondence
2. Resolution appointing Christine Paulsen to the Fair Advisory Board

Resolution

3. Call for hearing to be held on Tuesday, August 13, 2024 at 10:30 a.m. regarding an Ordinance amending chapter 27.03, Lake Sutherland Management District 2

Call for hearing

4. Agreement with Washington State Health Care Authority for Reentry Demonstration Initiative Project (Sheriff's Office)

Agreement

5. Agreement with Washington State Health Care Authority for Reentry Demonstration Initiative Project (Juvenile Services)

Agreement

Public Works

6. Land purchase agreement with Zacharia and Willow Peppers for Bear Creek Road Fish Passage (2k)*

Land purchase agreement

7. Land purchase agreement with Dorothy McCoy for Bear Creek Road Fish Passage (2l)*

Land purchase agreement 

Board of Commissioners

8. Animal rescue crisis discussion ? 10 a.m.

Discussion 

9. Letter of approval of application and fee waiver fee \$150 for Clallam Bay / Sekiu Fun Days assembly permit applications

Letter of approval of application and fee waiver fee 

General Discussion/Items for Future Agendas:

- * Department of Natural Resources Meeting (August 19 at 1 p.m.)
- * Department of Transportation Highway 101 Project Discussion (September 9 at 9 a.m.)
- * Joint Meeting with Port of Port Angeles (October 28 at 11 a.m. - hosted at BOCC)
- * Department of Natural Resources Meeting (November 18 at 1 p.m.)
- * Department of Transportation Highway 101 Project Discussion (December 9 at 9 a.m.)

EXECUTIVE SESSION

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

- Other items may be added at the discretion of the Board and additional Work Sessions may be scheduled if more time is needed to allow for adequate discussion.
- Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board.
- Copies of public documents from Board meetings are available by contacting the Public Records Department.



AGENDA ITEM SUMMARY

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

JUL 22 2024

Department: BOCC

WORK SESSION ☒ Meeting Date: 7/22/24

REGULAR AGENDA ☒ Meeting Date: 7/30/24

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 Clallam County Fair Advisory Board due to a resignation.

A press release was issued during the month of April 2024 soliciting applications from interested citizens.

The Fair Advisory Board recommends the appointment of Christine Paulsen.

The Director of Parks, Fair and Facilities supports the appointment of Christine Paulsen to the Fair Advisory Board.

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, Parks, Fair & Facilities

Relevant Departments: Board of Commissioners, Parks, Fair & Facilities

* 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)

Fair Board Paulsen 7-30-24
Revised: 3-04-2019



RESOLUTION _____, 2024

APPOINTING A MEMBER TO THE FAIR ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Clallam County Fair Advisory Board due to a resignation.
2. A press release was issued during the month of April 2024 soliciting applications from interested citizens.
3. The Fair Advisory Board recommends the appointment of Christine Paulsen.
4. The Director of Parks, Fair and Facilities supports the appointment of Christine Paulsen to the Fair Advisory Board.

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

1. **Christine Paulsen** is appointed as the Communities of Sequim and Dungeness representative for a term ending January 1, 2027.

PASSED AND ADOPTED this 30th day of July 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mark Ozias

c: A22.159
Parks, Fair, and Facilities
Appointee(s)



3
JUL 22 2024

AGENDA ITEM SUMMARY

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

Department: Noxious Weeds

WORK SESSION ☒ **Meeting Date: July 22, 2024**

REGULAR AGENDA ☒ **Meeting Date: July 30, 2024**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The vote on renewing the Lake Sutherland Management District #2 has recently concluded, with ballots due back no later than 4:30pm on July 9th. The vote count was held on July 10th and the Lake Management District was voted to be renewed for 10 more years with 96.7% support. The assessment rate was voted to be raised to \$100 per parcel, per year. RCW 36.61.100 now directs the Board of Commissioners to re-create a Lake Management District by ordinance. Clallam County NWCB is requesting the Board of County Commissioners to call a public hearing about the LMD ordinance. The ordinance has been reviewed and approved by the Prosecuting Attorney's office.

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?** ☐
If adopted, the assessment collected would increase from \$18,814 to \$37,210. Budget impact will be included in the 2025 budget.

Recommended action: The Noxious Weed Control Board recommends the Board of County Commissioners call for a public hearing on the proposed ordinance for August 13, 2024.

County Official signature & print name: Christina St John Christina St John, coordinator

Name of Employee/Stakeholder attending meeting: Christina St John

Relevant Departments: Board of Commissioners, Treasurer Office, Assessor's Office, Finance Department

Date submitted: 7/12/2024

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary_LMD renewal ordinance change
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

PUBLIC HEARING

An ordinance amending Clallam County Code 27.03,
Lake Sutherland Management District 2

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, August 13, 2024 at 10:30 a.m., or as soon thereafter. The public hearing is to consider the Ordinance listed above. The proposed Ordinance is available on the County website:

<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

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

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4,
Port Angeles, WA 98362-3015
Telephone: 360.417.2256

FORMAL IDENTIFICATION: An ordinance amending Clallam County Code 27.03, Lake Sutherland Management District 2

SECTION-BY-SECTION SUMMARY OF PROPOSED CHANGES:

An ordinance amending Chapter 27.03, of the Clallam County Code, titled Lake Sutherland Management District 2

A full copy of the proposed changes can be found on the County website:

<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Publish: August 2, 2024
Bill: Clallam County Noxious Weed Control

Loni Gores, MMC, Clerk of the Board

Ordinance _____

Amending Clallam County Code 27.03, Lake Sutherland Management District 2

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 27.03.030, Duration, is amended to read as follows:

The duration of the District is 10 years and shall expire on December 31, 2024³⁴.

Section 27.03.040, Improvement and maintenance activities, is amended to read as follows:

The following activities for lake improvement and maintenance to prevent adverse impacts on fish and wildlife and provide for measures to protect and enhance fish and wildlife are authorized:

(1) Manage Eurasian watermilfoil and other non-native, invasive plants in Lake Sutherland to meet recreational and aesthetic needs, fishery and wildlife habitat requirements, and ecosystem and ground-water concerns.

(2) Employ best practices in control of Eurasian watermilfoil based on environmental safety and efficacy.

(3) Monitor the level of Eurasian watermilfoil and other non-native, invasive plants and recommend and implement action to control and eradicate it within Lake Sutherland and recommend and implement actions to control and eradicate it.

Section 27.03.080, Effective date, is amended to read as follows:

This amendment is effective January 1, 2025²⁵.

ADOPTED this _____ day of _____, 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Orlas

ATTEST

Randy Johnson

Loni Gordon MMC, Clerk of Board

Mike French, Chair



JUL 2 2024

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ Meeting Date: 7/22/24

REGULAR AGENDA ☒ Meeting Date: 7/30/24

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 815-24-05 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Washington State has been granted a federal waiver allowing Medicaid funding to cover incarcerated patients, which was previously not allowed. Since the process, staff, and equipment needed for the required accounting and billing have not previously been needed by jail's in our state, the Health Care Authority of Washington State is awarding funding to accomplish this transition. Clallam County Correctional Facility has been awarded up to \$2,250,000 for eligible costs needed to establish appropriate billing capacity, for a period of 7/1/24 through 7/31/2028. The first expense will be for a project coordinator to assist with establishing program needs, milestones, and reporting for the duration of this transition.

Budgetary impact: BOCC approval

Recommended action: to be added via supplemental or budget planning

County Official signature & print name: Brian King, Sheriff

A handwritten signature in black ink, appearing to read "Brian King", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Beth Waknitz

Relevant Departments: Sheriff

Date submitted: 7/2/24

* 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)

Introduction to the Reentry Demonstration Initiative

April 2024

About the Reentry Initiative

- ▶ New Apple Health (Medicaid) initiative under the Medicaid Transformation Project (MTP).
- ▶ Provides essential, pre-release services for individuals leaving incarceration. Incarcerated individuals who are Apple Health-eligible will receive a set of services up to 90 days before their release.
- ▶ Ensures a person's health and successful reentry to their community.

About MTP 2.0

- ▶ Washington State's Section 1115 Medicaid demonstration waiver.
- ▶ Agreement between our state and the Centers for Medicare & Medicaid Services (CMS).
- ▶ Allows our state to create and continue to develop projects, activities, and services that improve Washington's health care system.
- ▶ CMS approved MTP to continue for five more years. The MTP renewal, called MTP 2.0, will help widen our reach to provide more programs, services, and supports to our most vulnerable populations.

Why your facility should participate

- ▶ Get reimbursed for providing pre-release services for Apple-Health eligible youth and adults.
- ▶ Receive administrative support to deliver those services.
- ▶ Take advantage of the opportunity to implement an electronic health record (EHR) to support data sharing.
- ▶ Have the ability to bill Medicaid.
- ▶ Receive funding that supports this work.
- ▶ Help our state achieve the goals for this initiative.

Reentry Initiative goals

- ▶ Prepare people for a successful transition and reentry into their community and help them live their healthiest life.
- ▶ Improve health outcomes and reduce recidivism, emergency department visits, overdoses, and death.
- ▶ Support substance use disorder and recovery and target infectious diseases like Hepatitis C before a person's release.
- ▶ Stabilize and treat other conditions before a person's release, so they can reenter their community as healthy as possible.

Other facility requirements & mandatory activities

- ▶ Ensure that a client receives targeted pre-release services.
- ▶ Adopt an EHR that supports communication with community providers and Medicaid billing.
- ▶ Support these first three targeted pre-release services (the four remaining services are optional):
 - ▶ **Case management**
 - ▶ **Medications for alcohol and opioid use disorder**
 - ▶ **30-day supply of medications and medical supplies at release**
 - ▶ Medications during the pre-release period
 - ▶ Lab and radiology
 - ▶ Services by community health workers with lived experience
 - ▶ Physical and behavioral clinical consultations

When do pre-release services go-live?

- Payment for pre-release services for clients is dependent upon carceral facility go-live in the demonstration initiative.
 - HCA cannot pay for pre-release services delivered to clients at facilities that have not yet gone live.
- Clients will have access to the benefit when they are incarcerated in a facility that has gone live in the reentry demonstration.
- Go-live dates for each carceral facility are dependent upon the facility joining a cohort and successfully completing pre-go-live milestones.
 - The earliest possible go-live date is July 1, 2025.

	1) Letter of Intent	Go-Live with Pre-Release Services
Cohort 1	June 1, 2024	July 1, 2025
Cohort 2	Nov 1, 2024	Jan 1, 2026
Cohort 3	May 1, 2025	July 1, 2026

Capacity building distribution approach

As described in the table below, reentry planning and process funding will vary by facility size based on their population count², while the maximum IT infrastructure funding will be \$1M for each participating facility.^[2]

Facility Tier (based on population count)	Total Reentry Planning and Process (RPP) Funding Per Facility (3)	Total IT Infrastructure Funding Per Facility	Total Funding Per Facility
Tier 1 (1 – 49)	\$1,000,000	\$1,000,000	\$2,000,000
Tier 2 (50 – 249)	\$1,250,000	\$1,000,000	\$2,250,000
Tier 3 (250 – 1,000)	\$1,500,000	\$1,000,000	\$2,500,000
Tier 4 (More than 1,000)	\$1,750,000	\$1,000,000	\$2,750,000

2) Reentry planning and process planning funding tier sizes are based average daily population count for the prior calendar year and use [American Jail Association](#) tier definitions.

3) Expenditures may not include building, construction or refurbishment of correctional facilities

Once Letter of Intent is accepted facilities receive capacity funds

Distribution of Capacity Building funding to participating facilities is contingent on their completion of the implementation milestones described in next two slides

Milestones	RPP Funding	IT Funding	Timing for Cohort 1
Planning Milestones Before Go-Live with Pre-Release Services			
1) Letter of Intent Submission	10% of total RPP funding upon submission: - Tier 1 (1 – 49): \$100,000 - Tier 2 (50 – 249): \$125,000 - Tier 3 (250 – 1,000): \$150,000 - Tier 4 (More than 1,000): \$175,000	N/A	- Due Date: Jun 1, 2024 - Funding Paid: Jul 1, 2024
2) Capacity Building Application Submission and Approval (4)	Up to 40% of total RPP funding upon approval: - Tier 1 (1 – 49): Up to \$400,000 - Tier 2 (50 – 249): Up to \$500,000 - Tier 3 (250 – 1,000): Up to \$600,000 - Tier 4 (More than 1,000): Up to \$700,000	Up to \$500,000 upon approval of the Application	- Due Date: Oct 1, 2024 - Funding Paid: Dec 1, 2024

4) Capacity building application includes Implementation Plan and detailed budget.

Contingent distribution of capacity funding

Milestones	RPP Funding	IT Funding	Timing for Cohort 1
Planning Milestones Before Go-Live with Pre-Release Services			
3) Readiness Assessment Submission and Approval	Up to 40% of total RPP funding upon approval: - Tier 1 (1 – 49): Up to \$400,000 - Tier 2 (50 – 249): Up to \$500,000 - Tier 3 (250 – 1,000): Up to \$600,000 - Tier 4 (More than 1,000): Up to \$700,000	Up to \$500,000 upon approval of the Readiness Assessment	- Due Date: Mar 1, 2025 - Funding Paid: Jul 1, 2025
Implementation Milestones After Go-Live with Pre-Release Services			
4) Interim Progress Report Submission	Up to 5% of total RPP funding upon submission: - Tier 1 (1 – 49): Up to \$50,000 - Tier 2 (50 – 249): Up to \$62,500 - Tier 3 (250 – 1,000): Up to \$75,000 - Tier 4 (More than 1,000): Up to \$87,500	N/A	- Due Date: May 1, 2026 - Funding Paid: Jul 1, 2026
5) Final Progress Report Submission	Up to 5% of total RPP funding upon submission: - Tier 1 (1 – 49): Up to \$50,000 - Tier 2 (50 – 249): Up to \$62,500 - Tier 3 (250 – 1,000): Up to \$75,000 - Tier 4 (More than 1,000): Up to \$87,500	N/A	- Due Date: Nov 1, 2026 - Funding Paid: Jan 1, 2027

	INTERAGENCY AGREEMENT for Reentry Demonstration Initiative Project	HCA Contract Number: K7850 Contractor Contract Number:
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THIS AGREEMENT is made by and between Washington State Health Care Authority (HCA) and Clallam County Correctional Facility (Contractor), pursuant to the authority granted by Chapter 39.34 RCW.

CONTRACTOR NAME Clallam County Correctional Facility		CONTRACTOR DOING BUSINESS AS (DBA)	
CONTRACTOR ADDRESS Street 223 E. 4 th Street	City Port Angeles	State WA	Zip Code 98362
CONTRACTOR CONTRACT MANAGER Don Wenzl	CONTRACTOR TELEPHONE (360) 417-2356	CONTRACTOR E-MAIL ADDRESS don.wenzl@clallamcountywa.gov	

HCA PROGRAM Medicaid Reentry Demonstration Initiative Project	HCA DIVISION/SECTION 1070/OMT
HCA CONTRACT MANAGER NAME AND TITLE Emma Oppenheim, Medicaid Transformation Project Director	HCA CONTRACT MANAGER ADDRESS Health Care Authority 626 8th Avenue SE Olympia, WA 98504
HCA CONTRACT MANAGER TELEPHONE (360) 725-0868	HCA CONTRACT MANAGER E-MAIL ADDRESS emma.oppenheim@hca.wa.gov

CONTRACT START DATE July 1, 2024	CONTRACT END DATE July 31, 2028	TOTAL MAXIMUM CONTRACT AMOUNT \$2,250,000.00
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PURPOSE OF CONTRACT: To provide essential services for individuals while in or leaving a carceral facility (i.e., state prison, county/city jail, or youth correctional facility).
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The parties signing below warrant that they have read and understand this Contract, have authority to execute this Contract. This Contract will only be binding upon signature by both parties. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) transmission of a signed copy of this contract shall be the same as delivery of an original.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE

Approved as to form only by:


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

1. DEFINITIONS

“Accountable Community of Health” or “ACH” means a regional coalition consisting of leaders from a variety of different sectors working together to build capacity to work collaboratively, develop regional health improvement plans, jointly implement or advance local health projects, and advise state agencies on how best to address health needs within its region.

“Authorized Representative” means a person to whom signature authority has been delegated in writing acting within the limits of the person's authority.

“Capacity Building Application” means a formal application for specific capacity building funds and specifications of how these funds will be spent by facilities on IT and non-IT needs. It also includes a detailed plan of how the work will be implemented.

“Centers for Medicare and Medicaid Services” or “CMS” means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

“Confidential Information” means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

“Contract” or “Agreement” means the entire written agreement between HCA and the contractor, including any exhibits, documents, or materials incorporated by reference. Contract and Agreement may be used interchangeably.

“Contractor” means Clallam County Correctional Facility, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

“Data” means information disclosed, exchanged or used by Contractor in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Contract.

Financial Executor Portal” or “FE Portal” means the payment portal where incentive funds flow from federal Center for Medicare and Medicaid Services through the Delivery System Reform Incentive Payment program.

“Health Care Authority” or “HCA” means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“Health-Related Social Needs” or “HRSN” means the social and economic needs that individuals experience that affect their ability to maintain their health and well-being. These include needs such as employment, affordable and stable housing, healthy food, personal safety, transportation, and affordable utilities.

“Implementation Plan” means how the Contractor describes how the facility will support pre-release services, as outlined in the Statement of Work Attachment 1; #3.

“Interim and Final Progress Report” means a report that includes information on both the initial progress and the outcomes of the Reentry Demonstration Initiative Opportunity (Initiative).

“Information and Communication Technology” or “ICT” means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

“Letter of Intent” means a document that provides specific facility information and is a commitment to participate in the Initiative.

“Readiness Assessment” means a framework for assessing a Contractor's ability to go-live or fully participate in the Initiative and will include an attestation that the facility has met all of the requirements.

“Reentry” means a broadly defined demonstration population that includes otherwise eligible, soon-to-be former incarcerated individuals as defined by the Reentry Section 1115 Demonstration Initiative Opportunity. It can include both pre-release and post-release services.

“Services” means all work performed or provided by Contractor pursuant to this Contract.

“Statement of Work” or “SOW” means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is included as Attachment 1.

“Subcontractor” means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Agreement under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

“Subrecipient” shall have the meaning given in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award.

“Third Party Administrator” or “TPA” is an entity that may provide implementation and administrative support to carceral facilities in support of reentry.

2. STATEMENT OF WORK

Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Attachment 1.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract will commence on date of last signature, and continue through July 31, 2028, unless terminated sooner or extended upon written agreement between the parties.

4. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Compensation for services will be based in accordance with the following terms set forth in the Statement of Work, Attachment 1.

5. PAYMENT PROCESS

- 5.1. HCA will pay the Contractor for the targeted milestones set forth in Attachment 1: Statement of Work.
- 5.2. The milestone deliverables must be submitted per the instructions set forth in the Attachment 1: Statement of Work and must describe and document to HCA's satisfaction the required information. All milestone deliverable submissions will be reviewed and must be approved by the HCA Contract Manager or designee prior to payment.
- 5.3. Once Contractor's submission of milestone deliverables have been accepted and approved by HCA, payments will be distributed by HCA through the Financial Executor (FE) Portal at <https://wafinancialexecutor.com/>.
- 5.4. FE Portal customer service telephone number is (844) 300-5040 or accessible by email at WA_FE_FinancialServices@pcgus.com.
- 5.5. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices.
- 5.6. Upon expiration or termination any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by Contractor within sixty (60) calendar days after the expiration date. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at HCA's sole discretion, and any such potential payment is contingent upon the availability of funds.

6. ACCESSIBILITY

- 6.1. **REQUIREMENTS AND STANDARDS.** Each information and communication technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, et seq. For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.
- 6.2. **DOCUMENTATION.** Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.
- 6.3. **REMEDiation.** If the Contractor claims that its products or services satisfy the applicable requirements and standards specified in this Section and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.
- 6.4. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by an Authorized Representative of each party.

8. SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors.

9. SUBRECIPIENT

If the Contractor is a subrecipient (as defined in 45 C.F.R. 75.2 and 2 C.F.R. 200.93) of federal awards, then the Contractor shall:

- 9.1. Comply with 2 C.F.R. 200.501 and 45 C.F.R. 75.501; and

9.2. Overpayments: If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any program agreement, Contractor will refund the full amount to HCA. In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 13, Disputes.

10. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent will not be unreasonably withheld.

11. CONTRACT MANAGEMENT

The Contract Manager for each of the parties, named on the face of this Contract, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Contract Management. Changes in Contract Management shall require an amendment.

12. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

13. DISPUTES

In the event that a dispute arises under this Agreement, it will be determined by a dispute board in the following manner: Each party to this Agreement will appoint one member to the dispute board. The members so appointed will jointly appoint an additional member to the dispute board. The dispute board will review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The dispute board will thereafter decide the dispute with the majority prevailing. The determination of the dispute board will 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.

14. GOVERNANCE

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

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

- A. Applicable Federal and State of Washington statutes and regulations;
- B. Attachment 2: Federal Compliance Certifications and Assurances;
- C. Attachment 1: Statement of Work;
- D. Exhibit A: Centers of Medicare & Medicaid Services, Special Terms and Conditions; and
- E. Any other provisions of the agreement, including materials incorporated by reference.

15. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement will not be considered for any purpose to be employees or agents of the other party.

16. RECORDS MAINTENANCE

- 16.1. The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.
- 16.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

17. TREATMENT OF ASSETS

17.1. Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this contract. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this contract, excluding intellectual property provided by the Contractor, shall pass to and vest in HCA upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

17.2. Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative and other requirements.

17.3. Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed or damaged by Contractor or Contractor's employees, agents or subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

17.4. Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

17.5. Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

18. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by HCA. Data will include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

19. CONFIDENTIALITY

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons Confidential Information accessed under this Agreement. Contractor agrees that all materials containing Confidential Information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

20. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference will be held invalid, such invalidity will not affect the other provisions of this Agreement, which can be given

effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

21. FUNDING AVAILABILITY

HCA's ability to make payments is contingent on funding availability. 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 completion or expiration date of this Agreement, HCA, at its sole discretion, may elect to terminate the Agreement, in whole or part, or to renegotiate the Agreement subject to new funding limitations and conditions. HCA may also elect to suspend performance of the Agreement until HCA determines the funding insufficiency is resolved. HCA may exercise any of these options with no notification restrictions.

22. TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties will be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

23. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 30 days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

24. WAIVER

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

25. ALL WRITINGS CONTAINED HEREIN

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

26. SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement

shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.

Attachments

Attachment 1: Statement of Work

Attachment 2: Federal Compliance, Certifications and Assurances

Exhibit A: Centers of Medicare & Medicaid Services, special terms and conditions

ATTACHMENT 1: STATEMENT OF WORK

The Contractor will provide the services and staff, and otherwise do all things necessary for, or incidental to, the performance of work, as described in this Schedule.

1. Background

In June 2023, the Health Care Authority (HCA) received federal approval for a Medicaid waiver demonstration that includes the Initiative. This new Initiative under the Medicaid Transformation Project (MTP) renewal known as the MTP 2.0. was approved by the federal Centers for Medicare and Medicaid Services (CMS) to provide essential services for individuals leaving a state prison, county/city jail, or youth correctional facility. The Initiative will support the delivery of targeted pre-release services to Medicaid eligible adults and youth in state prisons, jails, and youth carceral facilities that will be reimbursed by the Medicaid program known as Apple Health in Washington State.

2. Purpose

The purpose of this project is to prepare people for a successful transition and reentry into their community and help them live their healthiest life, improve health outcomes and reducing rates of recidivism (re-offense), emergency department visits, substance use and death. To stabilize and treat common conditions both prior and post release, so the opportunity for a successful reentry is increased.

3. Project Objectives

Targeted Pre-Release Services. The first three services listed below will be mandatory for facilities to implement. The last four services are optional. Contractor must support the implementation of a targeted set of pre-release services, as described in the Special Terms and Conditions (STC) of MTP 2.0 and the Reentry Implementation Plan approved by CMS:

- a. Case management
- b. Medications for alcohol and opioid use disorder
- c. 30-day supply of medications and medical supplies at release
- d. Medications during the pre-release period
- e. Lab and radiology
- f. Services by community health workers with lived experience
- g. Physical and behavioral clinical consultations

As appropriate, a third-party administrator (TPA) as well as regional Accountable Communities of Health (ACH) may assist the Contractor in the planning and implementation of these services, including the delivery of appropriate Health Related Social Needs (HRSN), and the milestones in Section 4. Additionally, HCA will collaborate with facilities on solutions for electronic health record (EHR) systems and systems that bill for Medicaid services.

Activities for implementing reentry services must include:

- a. Communicating with HCA regarding Initiative implementation
- b. Meeting cohort milestones as described below.
- c. Ensuring that a client receives targeted pre-release services and when feasible, providing HRSN services for clients reentering a community.

- d. An ability to support communication with community providers and Medicaid billing.

4. Milestones

The Contractor will develop and implement the following deliverables that execute the Project Objectives. The Contractor will provide services and deliverables to perform all activities necessary for or incidental to the performance of work as set forth under this SOW and described in the Waiver to achieve progress on the following milestones.

Milestone 1 – Letter of Intent

Following the receipt of a Letter of Intent documentation and approval by HCA, Contractor must meet the specifications outlined in the template provided to the Contractor as determined by HCA for each of the following four milestones in order to receive funding and participate in the next milestone.

Milestone 2 - Complete a Capacity Building Application

The Capacity Building Application includes an Implementation Plan and a detailed budget. The Implementation plan must describe how the facility will support pre-release services. The detailed budget will represent a facility's formal application for capacity building funds and will specify how capacity building funds will be spent by facilities on IT and non-IT needs. Facilities in Cohorts 1 and 2 that identify the need for additional time to complete a Capacity Building Application may implement after the go live date of that cohort or join a subsequent cohort and complete milestones in-line with the deadlines for these cohorts.

Milestone 3 - Complete a Readiness Assessment

The Readiness Assessment report must include a framework for assessing facility readiness to go-live as part of the Initiative and will include an attestation that the facility is ready to go-live. HCA will provide a template for the assessment and will review submitted assessments and determine facility readiness prior to the go-live date for each facility.

Milestone 4 - Submit Interim Progress Report

The Contractor will be required to submit an Interim Progress Report to HCA with information on the initial implementation of the Initiative. HCA will provide a template for the Interim Progress Report and will review and approve submitted progress reports.

Milestone 5 – Submit Final Progress Report

The Contractor will be required to submit a Final Progress Report to HCA with information on the overall implementation progress of the Initiative and outcomes for clients. HCA will provide a template for the Final Progress Report and will review and approve submitted progress reports.

Milestones deadlines will be based upon the cohort a Facility participates in. Milestone deadlines for Cohort 1 is as follows:

	1) LOI	2) Implement. Plan	3) Readiness Assessment	Go-live with pre-release services	4) Interim Progress Report	5) Final Progress Report
Cohort 1	June 1, 2024	Oct 1, 2024	Mar 1, 2025	July 1, 2025	May 1, 2026	Oct 1, 2026

5. HCA Responsibilities

HCA will provide IT infrastructure funding through the Capacity Building Program. If needed, HCA will collaborate with facilities on solutions for electronic health record (EHR) systems and systems that bill for Medicaid services.

HCA is soliciting for TPA to provide administrative support possibly starting as early as Q1 2025. The administrative support may include but may not be limited to assisting clients with Medicaid eligibility screening and application, supporting providers to become enrolled as a Medicaid provider, and serving as a claim clearinghouse that helps facilities and providers prepare and submit claims.

6. Capacity Building Program Funding

Contractors that complete Milestone 2 – Capacity Building Application, HCA will provide capacity building funding to facilities to support the planning for and implementation of the Demonstration. Eligible uses of the funding are available in Appendix A, and include the following activities:

- a. IT infrastructure funding to support systems changes for data exchange, access to virtual health services, and other IT needs.
- b. Reentry planning and implementation funding to support planning expenses, such as the development of process changes, protocols, and procedures for implementation and hiring and training of staff.

Maximum funding for reentry planning and implementation will vary by facility size, based on their average daily population for the period of time specified in the Contractor's Letter of Intent response. The table below delineates the maximum funding amounts for Tier 2 facilities. The maximum IT infrastructure funding will be \$1 million for each participating facility.

Facility tier (based on average daily population)	Total capacity building funding per facility	Total IT infrastructure funding per facility	Total funding per facility
Tier 2 (50 – 249)	\$1,250,000	\$1,000,000	\$2,250,000

7. Milestone Deliverables Compensation Table

HCA will assess Contractor's progress towards achieving the Initiative goals based on achievement of specific milestones and measured by these milestones. Distribution of Capacity Building funding to Contractor is based on a Contractor's tier as described below and is contingent upon their completion of the implementation milestones described below.

Milestones will be developed by the State in consultation with stakeholders and members of the public and approved by CMS. Generally, progress milestones will be organized into the following categories:

Milestones	Funding	IT Funding	Timing for Cohort 1
Planning Milestones Before Go-Live with Pre-Release Services			
1) Letter of Intent Submission	10% of total RPP funding upon submission: Tier 2: \$125,000	N/A	Due Date June 1, 2024

2) Capacity Building Application Submission	Up to 40% of total RPP funding upon approval: Tier 2: Up to \$500,000	Up to \$500,000 upon approval of the Application	Due Date: October 1, 2024 Funding Paid: December 1, 2024
3) Readiness Assessment Submission and Approval	Up to 40% of total RPP funding upon approval: Tier 2: Up to \$500,000	Up to \$500,000 upon approval of the Readiness Assessment	Due Date: March 1, 2025 Funding Paid: July 1, 2025
Implementation Milestones After Go-Live with Pre-Release Services			
4) Interim Progress Report Submission	Up to 5% of total RPP funding upon submission: Tier 2: Up to \$62,500	N/A	Due Date: May 1, 2026 Funding Paid: July 1, 2026
5) Final Progress Report Submission	Up to 5% of total RPP funding upon submission: Tier 2: Up to \$62,500	N/A	Due Date: November 1, 2026 Funding Paid: January 1, 2027

Participating in the Evaluation

Contractor will support the Evaluation of the Initiative. HCA contracted with an independent evaluator to evaluate the Waiver. The evaluator will use claims data from pre-release services to assess the effectiveness of this Initiative. The evaluator stores and analyzes the data in a secure environment. Facilities that participate are consenting to the use of this claims data for evaluation. Facility staff may also be asked to participate in qualitative interviews performed by the independent evaluator regarding their experience participating in the Initiative, to inform the evaluation.

Appendix A: Eligible Uses of Capacity Building Funding

Eligible uses of capacity building funds

- Development of protocols and procedures.
 - Expenditures to support the preparation/execution of policies and procedures related to enrollment and suspension/unsuspension and pre- and post-release reentry navigation services.
- Additional activities to promote collaboration.
 - Expenditures for additional activities that will advance collaboration among stakeholders. This may include conferences and meetings convened with the agencies, organizations, and stakeholders involved in the initiative.
- Expenditures for planning to focus on developing processes and information sharing protocols to:
 - Identify uninsured individuals who are potentially eligible for Medicaid/Children's Health Insurance Program (CHIP).
 - Assist with the completion of an application.
 - Submit an application to the county social services department for coordinating suspension/unsuspension.
 - Screen for eligibility for pre-release services and reentry planning in a period for up to 90 days immediately prior to the expected date of release.
 - Deliver necessary services to eligible individuals in a period for up to 90 days immediately prior to the expected date of release and care coordination to support reentry.
 - Establish ongoing oversight and monitoring process upon implementation.
- Hiring of staff and training to:
 - Assist with the coordination of enrollment/suspension/unsuspension.
 - Provide reentry navigation services during the 90-day pre-release period, and to support reentry.
 - Provide overall guidance on how to work with justice-involved individuals effectively and appropriately.
 - Support an environment appropriate for provision of 90-day pre-release services.
 - Accommodations for private space, such as correctional facility-grade moveable screen walls, desks, and chairs to conduct assessments and interviews within carceral settings.

Eligible uses of IT infrastructure funding

- Electronic interfaces for prisons, jails, and youth facilities to support enrollment/suspension.
- Enhancements to existing IT systems to create and improve data-exchange to support reentry navigation services in the 90-day pre-release and post-release period.

- Adoption of system upgrades to ensure compatibility with Epic's data sharing platform. Any additional expenses related to upgrades—including the billing module or new platforms—not covered by Health Care Management and Coordination System (HCMACS) which will likely not be available until mid-2025.
- Installation of audio-visual equipment or other technology to support provision of pre-release services delivered via telehealth in a period for up to 90 days immediately prior to the expected date of release and care coordination to support reentry.

ATTACHMENT 2: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: HCA DBHR Contract Manager.
- a. *Source of Funds*: This Contract is being funded through Washingtons State's five-year Medicaid Transformation Project 2.0 approved under section 1115(a) of the federal Social Security Act by the Center for Medicare and Medicaid Service (CMS) on June 30, 2023, No. 11-W-00304/0 and 21-W-00071/0.
 - b. *Period of Availability of Funds*: Funds will become available to Contractor or Subrecipient commencing on the date of final signature of the Contract to which is attached and continuing through June 30, 2028.
 - c. *Single Audit Act*: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.
 - d. *Modifications*: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
 - 1) Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the Contract.
 - iii. Change in a key person specified in the Contract.
 - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
 - 2) No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
 - e. *Sub-Contracting*: The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
 - f. *Condition for Receipt of Health Care Authority Funds*: Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the

Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.

- g. *Unallowable Costs:* The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.
- h. *Supplanting Compliance:* SABG: If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).
- i. *Federal Compliance:* The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.
- j. *Civil Rights and Non-Discrimination Obligations:* During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101- 6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

HCA Federal Compliance Contact Information
 Washington State Health Care Authority
 Post Office Box 42710
 Olympia, Washington 98504-2710

- II. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, Clallam County Correctional Facility. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.

- a. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** : The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

- b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**: The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
 3. Notifying the employee in the statement required by paragraph (1), above, that, as a condition of employment under the contract, the employee will—
 - i. Abide by the terms of the statement; and

- ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- 4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

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

Legal Services Manager

WA State Health Care Authority
 PO Box 42700
 Olympia, WA 98504-2700

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

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

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

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

f. CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:	TITLE:
PLEASE ALSO PRINT OR TYPE NAME:	
ORGANIZATION NAME: (if applicable)	DATE:

EXHIBIT A: CENTERS OF MEDICARE & MEDICAID SERVICES, SPECIAL TERMS AND CONDITIONS

The Special Terms and Conditions portion of the MTP 2.0 Waiver is an integral part of this Contract and is incorporated herein by this reference and is not attached but is available upon request from the HCA Contract Manager.

5



AGENDA ITEM SUMMARY JUL 22 2024

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

Department: **Juvenile Services**

WORK SESSION ☒ Meeting Date: 07/22/2024

REGULAR AGENDA ☒ Meeting Date: 07/30/2024

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU 851.24.004 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Discussion only |

Documents exempt from public disclosure attached: ☐

Executive summary:

Agreement between Washington State Health Care Authority (HCA) and Clallam County Juvenile & Family Services to provide services for youth while in or leaving youth correctional facilities. The purpose of the project is to prepare the youth for a successful transition and reentry into their community. 1 of 5 Milestones. Milestone 1 completed: Letter of Intent; Milestone 2: Present detailed implementation plan, to include IT and non-IT needs.

DocuSign upon final review

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?** ☐

Budget change would be necessary, expenditures for services and goods

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

County Official signature & print name:

Jody Jacobsen Jody Jacobsen

Name of Employee/Stakeholder attending meeting: Jody Jacobsen, Jeff Gowdy, Cindy Hanson

Relevant Departments:

IT, CCSD, finance

Date submitted: 07/10/2024

* Work Session/Reg Meeting - Submit 2 single sided/not stapled copies + 2 AIS and 3 originals (stapled) + AIS
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

	INTERAGENCY AGREEMENT for Reentry Demonstration Initiative Project	HCA Contract Number: K7849 Contractor Contract Number:
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THIS AGREEMENT is made by and between Washington State Health Care Authority (HCA) and Clallam County Juvenile & Family Services (Contractor), pursuant to the authority granted by Chapter 39.34 RCW.

CONTRACTOR NAME Clallam County Juvenile & Family Services		CONTRACTOR DOING BUSINESS AS (DBA)	
CONTRACTOR ADDRESS Street 1913 W 18 th Street	City Port Angeles	State WA	Zip Code 98363
CONTRACTOR CONTRACT MANAGER Jody Jacobsen cc: Cynthia Hanson	CONTRACTOR TELEPHONE (360) 565-2639	CONTRACTOR E-MAIL ADDRESS jody.jacobsen@clallamcountywa.gov cynthia.hanson@clallamcountywa.gov	

HCA PROGRAM Medicaid Reentry Demonstration Initiative Project	HCA DIVISION/SECTION 1070/OMT
HCA CONTRACT MANAGER NAME AND TITLE Emma Oppenheim, Medicaid Transformation Project Director	HCA CONTRACT MANAGER ADDRESS Health Care Authority 626 8th Avenue SE Olympia, WA 98504
HCA CONTRACT MANAGER TELEPHONE (360) 725-0868	HCA CONTRACT MANAGER E-MAIL ADDRESS emma.oppenheim@hca.wa.gov

CONTRACT START DATE July 1, 2024	CONTRACT END DATE July 31, 2028	TOTAL MAXIMUM CONTRACT AMOUNT \$2,000,000.00
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PURPOSE OF CONTRACT: To provide essential services for individuals while in or leaving a carceral facility (i.e., state prison, county/city jail, or youth correctional facility).
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The parties signing below warrant that they have read and understand this Contract, have authority to execute this Contract. This Contract will only be binding upon signature by both parties. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) transmission of a signed copy of this contract shall be the same as delivery of an original.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE


Approved as to Form
Washington State
Health Care Authority

1. DEFINITIONS

"Accountable Community of Health" or "ACH" means a regional coalition consisting of leaders from a variety of different sectors working together to build capacity to work collaboratively, develop regional health improvement plans, jointly implement or advance local health projects, and advise state agencies on how best to address health needs within its region.

"Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of the person's authority.

"Capacity Building Application" means a formal application for specific capacity building funds and specifications of how these funds will be spent by facilities on IT and non-IT needs. It also includes a detailed plan of how the work will be implemented.

"Centers for Medicare and Medicaid Services" or "CMS" means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

"Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

"Contract" or "Agreement" means the entire written agreement between HCA and the contractor, including any exhibits, documents, or materials incorporated by reference. Contract and Agreement may be used interchangeably.

"Contractor" means Clallam County Juvenile & Family Services, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

"Data" means information disclosed, exchanged or used by Contractor in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Contract.

"Financial Executor Portal" or "FE Portal" means the payment portal where incentive funds flow from federal Center for Medicare and Medicaid Services through the Delivery System Reform Incentive Payment program.

"Health Care Authority" or "HCA" means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

"Health-Related Social Needs" or "HRSN" means the social and economic needs that individuals experience that affect their ability to maintain their health and well-being. These include needs such as employment, affordable and stable housing, healthy food, personal safety, transportation, and affordable utilities.

"Implementation Plan" means how the Contractor describes how the facility will support pre-release services, as outlined in the Statement of Work Attachment 1; #3.

"Interim and Final Progress Report" means a report that includes information on both the initial progress and the outcomes of the Reentry Demonstration Initiative Opportunity (Initiative).

"Information and Communication Technology" or "ICT" means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

"Letter of Intent" means a document that provides specific facility information and is a commitment to participate in the Initiative.

"Readiness Assessment" means a framework for assessing a Contractor's ability to go-live or fully participate in the Initiative and will include an attestation that the facility has met all of the requirements.

"Reentry" means a broadly defined demonstration population that includes otherwise eligible, soon-to-be former incarcerated individuals as defined by the Reentry Section 1115 Demonstration Initiative Opportunity. It can include both pre-release and post-release services.

"Services" means all work performed or provided by Contractor pursuant to this Contract.

"Statement of Work" or "SOW" means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is included as Attachment 1.

"Subcontractor" means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Agreement under a separate contract with Contractor. The term "Subcontractor" means subcontractor(s) of any tier.

"Subrecipient" shall have the meaning given in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award.

"Third Party Administrator" or "TPA" is an entity that may provide implementation and administrative support to carceral facilities in support of reentry.

2. STATEMENT OF WORK

Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Attachment 1.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract will commence on date of last signature, and continue through July 31, 2028, unless terminated sooner or extended upon written agreement between the parties.

4. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Compensation for services will be based in accordance with the following terms set forth in the Statement of Work, Attachment 1.

5. PAYMENT PROCESS

- 5.1. HCA will pay the Contractor for the targeted milestones set forth in Attachment 1: Statement of Work.
- 5.2. The milestone deliverables must be submitted per the instructions set forth in the Attachment 1: Statement of Work and must describe and document to HCA's satisfaction the required information. All milestone deliverable submissions will be reviewed and must be approved by the HCA Contract Manager or designee prior to payment.
- 5.3. Once Contractor's submission of milestone deliverables have been accepted and approved by HCA, payments will distributed by HCA through the Financial Executor (FE) Portal at <https://wafinancialexecutor.com/>.
- 5.4. FE Portal customer service telephone number is (844) 300-5040 or accessible by email at WA_FE_FinancialServices@pcgus.com.
- 5.5. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices.
- 5.6. Upon expiration or termination any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by Contractor within sixty (60) calendar days after the expiration date. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at HCA's sole discretion, and any such potential payment is contingent upon the availability of funds.

6. ACCESSIBILITY

- 6.1. **REQUIREMENTS AND STANDARDS.** Each information and communication technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, et seq. For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.
- 6.2. **DOCUMENTATION.** Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.
- 6.3. **REMEDATION.** If the Contractor claims that its products or services satisfy the applicable requirements and standards specified in this Section and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.
- 6.4. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by an Authorized Representative of each party.

8. SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors.

9. SUBRECIPIENT

If the Contractor is a subrecipient (as defined in 45 C.F.R. 75.2 and 2 C.F.R. 200.93) of federal awards, then the Contractor shall:

- 9.1. Comply with 2 C.F.R. 200.501 and 45 C.F.R. 75.501; and

9.2. Overpayments: If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any program agreement, Contractor will refund the full amount to HCA. In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 13, Disputes.

10. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent will not be unreasonably withheld.

11. CONTRACT MANAGEMENT

The Contract Manager for each of the parties, named on the face of this Contract, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Contract Management. Changes in Contract Management shall require an amendment.

12. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

13. DISPUTES

In the event that a dispute arises under this Agreement, it will be determined by a dispute board in the following manner: Each party to this Agreement will appoint one member to the dispute board. The members so appointed will jointly appoint an additional member to the dispute board. The dispute board will review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The dispute board will thereafter decide the dispute with the majority prevailing. The determination of the dispute board will 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.

14. GOVERNANCE

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

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

- A. Applicable Federal and State of Washington statutes and regulations;
- B. Attachment 2: Federal Compliance Certifications and Assurances;
- C. Attachment 1: Statement of Work;
- D. Exhibit A: Centers of Medicare & Medicaid Services, Special Terms and Conditions; and
- E. Any other provisions of the agreement, including materials incorporated by reference.

15. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement will not be considered for any purpose to be employees or agents of the other party.

16. RECORDS MAINTENANCE

- 16.1. The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.
- 16.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

17. TREATMENT OF ASSETS

17.1. Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this contract. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this contract, excluding intellectual property provided by the Contractor, shall pass to and vest in HCA upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

17.2. Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative and other requirements.

17.3. Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed or damaged by Contractor or Contractor's employees, agents or subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

17.4. Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

17.5. Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

18. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by HCA. Data will include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

19. CONFIDENTIALITY

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons Confidential Information accessed under this Agreement. Contractor agrees that all materials containing Confidential Information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

20. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference will be held invalid, such invalidity will not affect the other provisions of this Agreement, which can be given

effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

21. FUNDING AVAILABILITY

HCA's ability to make payments is contingent on funding availability. 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 completion or expiration date of this Agreement, HCA, at its sole discretion, may elect to terminate the Agreement, in whole or part, or to renegotiate the Agreement subject to new funding limitations and conditions. HCA may also elect to suspend performance of the Agreement until HCA determines the funding insufficiency is resolved. HCA may exercise any of these options with no notification restrictions.

22. TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties will be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

23. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 30 days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

24. WAIVER

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

25. ALL WRITINGS CONTAINED HEREIN

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

26. SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement

shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.

Attachments

Attachment 1: Statement of Work

Attachment 2: Federal Compliance, Certifications and Assurances

Exhibit A: Centers of Medicare & Medicaid Services, special terms and conditions

ATTACHMENT 1: STATEMENT OF WORK

The Contractor will provide the services and staff, and otherwise do all things necessary for, or incidental to, the performance of work, as described in this Schedule.

1. Background

In June 2023, the Health Care Authority (HCA) received federal approval for a Medicaid waiver demonstration that includes the Initiative. This new Initiative under the Medicaid Transformation Project (MTP) renewal known as the MTP 2.0. was approved by the federal Centers for Medicare and Medicaid Services (CMS) to provide essential services for individuals leaving a state prison, county/city jail, or youth correctional facility. The Initiative will support the delivery of targeted pre-release services to Medicaid eligible adults and youth in state prisons, jails, and youth carceral facilities that will be reimbursed by the Medicaid program known as Apple Health in Washington State.

2. Purpose

The purpose of this project is to prepare people for a successful transition and reentry into their community and help them live their healthiest life, improve health outcomes and reducing rates of recidivism (re-offense), emergency department visits, substance use and death. To stabilize and treat common conditions both prior and post release, so the opportunity for a successful reentry is increased.

3. Project Objectives

Targeted Pre-Release Services. The first three services listed below will be mandatory for facilities to implement. The last four services are optional. Contractor must support the implementation of a targeted set of pre-release services, as described in the Special Terms and Conditions (STC) of MTP 2.0 and the Reentry Implementation Plan approved by CMS:

- a. Case management
- b. Medications for alcohol and opioid use disorder
- c. 30-day supply of medications and medical supplies at release
- d. Medications during the pre-release period
- e. Lab and radiology
- f. Services by community health workers with lived experience
- g. Physical and behavioral clinical consultations

As appropriate, a third-party administrator (TPA) as well as regional Accountable Communities of Health (ACH) may assist the Contractor in the planning and implementation of these services, including the delivery of appropriate Health Related Social Needs (HRSN), and the milestones in Section 4. Additionally, HCA will collaborate with facilities on solutions for electronic health record (EHR) systems and systems that bill for Medicaid services.

Activities for implementing reentry services must include:

- a. Communicating with HCA regarding Initiative implementation
- b. Meeting cohort milestones as described below.
- c. Ensuring that a client receives targeted pre-release services and when feasible, providing HRSN services for clients reentering a community.

- d. An ability to support communication with community providers and Medicaid billing.

4. Milestones

The Contractor will develop and implement the following deliverables that execute the Project Objectives. The Contractor will provide services and deliverables to perform all activities necessary for or incidental to the performance of work as set forth under this SOW and described in the Waiver to achieve progress on the following milestones.

Milestone 1 – Letter of Intent

Following the receipt of a Letter of Intent documentation and approval by HCA, Contractor must meet the specifications outlined in the template provided to the Contractor as determined by HCA for each of the following four milestones in order to receive funding and participate in the next milestone.

Milestone 2 - Complete a Capacity Building Application

The Capacity Building Application includes an Implementation Plan and a detailed budget. The Implementation plan must describe how the facility will support pre-release services. The detailed budget will represent a facility's formal application for capacity building funds and will specify how capacity building funds will be spent by facilities on IT and non-IT needs. Facilities in Cohorts 1 and 2 that identify the need for additional time to complete a Capacity Building Application may implement after the go live date of that cohort or join a subsequent cohort and complete milestones in-line with the deadlines for these cohorts.

Milestone 3 - Complete a Readiness Assessment

The Readiness Assessment report must include a framework for assessing facility readiness to go-live as part of the Initiative and will include an attestation that the facility is ready to go-live. HCA will provide a template for the assessment and will review submitted assessments and determine facility readiness prior to the go-live date for each facility.

Milestone 4 - Submit Interim Progress Report

The Contractor will be required to submit an Interim Progress Report to HCA with information on the initial implementation of the Initiative. HCA will provide a template for the Interim Progress Report and will review and approve submitted progress reports.

Milestone 5 – Submit Final Progress Report

The Contractor will be required to submit a Final Progress Report to HCA with information on the overall implementation progress of the Initiative and outcomes for clients. HCA will provide a template for the Final Progress Report and will review and approve submitted progress reports.

Milestones deadlines will be based upon the cohort a Facility participates in. Milestone deadlines for Cohort 1 are as follows:

	1) LOI	2) Implement. Plan	3) Readiness Assessment	Go-live with pre-release services	4) Interim Progress Report	5) Final Progress Report
Cohort 1	June 1, 2024	Oct 1, 2024	Mar 1, 2025	July 1, 2025	May 1, 2026	Oct 1, 2026

5. HCA Responsibilities

HCA will provide IT infrastructure funding through the Capacity Building Program. If needed, HCA will collaborate with facilities on solutions for electronic health record (EHR) systems and systems that bill for Medicaid services.

HCA is soliciting for TPA to provide administrative support possibly starting as early as Q1 2025. The administrative support may include but may not be limited to assisting clients with Medicaid eligibility screening and application, supporting providers to become enrolled as a Medicaid provider, and serving as a claim clearinghouse that helps facilities and providers prepare and submit claims.

6. Capacity Building Program Funding

Contractors that complete Milestone 2 – Capacity Building Application, HCA will provide capacity building funding to facilities to support the planning for and implementation of the Demonstration. Eligible uses of the funding are available in Appendix A, and include the following activities:

- a. IT infrastructure funding to support systems changes for data exchange, access to virtual health services, and other IT needs.
- b. Reentry planning and implementation funding to support planning expenses, such as the development of process changes, protocols, and procedures for implementation and hiring and training of staff.

Maximum funding for reentry planning and implementation will vary by facility size, based on their average daily population for the period of time specified in the Contractor's Letter of Intent response. The table below delineates the maximum funding amounts for Tier 1 facilities. The maximum IT infrastructure funding is \$1 million for each participating facility.

Facility tier (based on average daily population)	Total capacity building funding per facility	Total IT infrastructure funding per facility	Total funding per facility
Tier 1 (1 – 49)	\$1,000,000	\$1,000,000	\$2,000,000

7. Milestone Deliverables Compensation Table

HCA will assess Contractor's progress towards achieving the Initiative goals based on achievement of specific milestones and measured by these milestones. Distribution of Capacity Building funding to Contractor is based on a Contractor's tier as described below and is contingent upon their completion of the implementation milestones described below.

Milestones will be developed by the State in consultation with stakeholders and members of the public and approved by CMS. Generally, progress milestones will be organized into the following categories:

Milestones	Funding	IT Funding	Timing for Cohort 1
Planning Milestones Before Go-Live with Pre-Release Services			
1) Letter of Intent Submission	10% of total RPP funding upon submission: Tier 1: \$100,000	N/A	Due Date June 1, 2024 Funding Paid, July 1, 2024

2) Capacity Building Application Submission	Up to 40% of total RPP funding upon approval: Tier 1: Up to \$400,000	Up to \$500,000 upon approval of the Application	Due Date: October 1, 2024 Funding Paid: December 1, 2024
3) Readiness Assessment Submission and Approval	Up to 40% of total RPP funding upon approval: Tier 1: Up to \$400,000	Up to \$500,000 upon approval of the Readiness Assessment	Due Date: March 1, 2025 Funding Paid: July 1, 2025
Implementation Milestones After Go-Live with Pre-Release Services			
4) Interim Progress Report Submission	Up to 5% of total RPP funding upon submission: Tier 1: Up to \$50,000	N/A	Due Date: May 1, 2026 Funding Paid: July 1, 2026
5) Final Progress Report Submission	Up to 5% of total RPP funding upon submission: Tier 1: Up to \$50,000	N/A	Due Date: November 1, 2026 Funding Paid: January 1, 2027

Participating in the Evaluation

Contractor will support the Evaluation of the Initiative. HCA contracted with an independent evaluator to evaluate the Waiver. The evaluator will use claims data from pre-release services to assess the effectiveness of this Initiative. The evaluator stores and analyzes the data in a secure environment. Facilities that participate are consenting to the use of this claims data for evaluation. Facility staff may also be asked to participate in qualitative interviews performed by the independent evaluator regarding their experience participating in the Initiative, to inform the evaluation.

Appendix A: Eligible Uses of Capacity Building Funding

Eligible uses of capacity building funds

- Development of protocols and procedures.
 - Expenditures to support the preparation/execution of policies and procedures related to enrollment and suspension/unsuspension and pre- and post-release reentry navigation services.
- Additional activities to promote collaboration.
 - Expenditures for additional activities that will advance collaboration among stakeholders. This may include conferences and meetings convened with the agencies, organizations, and stakeholders involved in the initiative.
- Expenditures for planning to focus on developing processes and information sharing protocols to:
 - Identify uninsured individuals who are potentially eligible for Medicaid/Children's Health Insurance Program (CHIP).
 - Assist with the completion of an application.
 - Submit an application to the county social services department for coordinating suspension/unsuspension.
 - Screen for eligibility for pre-release services and reentry planning in a period for up to 90 days immediately prior to the expected date of release.
 - Deliver necessary services to eligible individuals in a period for up to 90 days immediately prior to the expected date of release and care coordination to support reentry.
 - Establish ongoing oversight and monitoring process upon implementation.
- Hiring of staff and training to:
 - Assist with the coordination of enrollment/suspension/unsuspension.
 - Provide reentry navigation services during the 90-day pre-release period, and to support reentry.
 - Provide overall guidance on how to work with justice-involved individuals effectively and appropriately.
 - Support an environment appropriate for provision of 90-day pre-release services.
 - Accommodations for private space, such as correctional facility-grade moveable screen walls, desks, and chairs to conduct assessments and interviews within carceral settings.

Eligible uses of IT infrastructure funding

- Electronic interfaces for prisons, jails, and youth facilities to support enrollment/suspension.
- Enhancements to existing IT systems to create and improve data-exchange to support reentry navigation services in the 90-day pre-release and post-release period.

- Adoption of system upgrades to ensure compatibility with Epic's data sharing platform. Any additional expenses related to upgrades—including the billing module or new platforms—not covered by Health Care Management and Coordination System (HCMACS) which will likely not be available until mid-2025.
- Installation of audio-visual equipment or other technology to support provision of pre-release services delivered via telehealth in a period for up to 90 days immediately prior to the expected date of release and care coordination to support reentry.

ATTACHMENT 2: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: HCA DBHR Contract Manager.
- a. *Source of Funds*: This Contract is being funded through Washingtons State's five-year Medicaid Transformation Project 2.0 approved under section 1115(a) of the federal Social Security Act by the Center for Medicare and Medicaid Service (CMS) on June 30, 2023, No. 11-W-00304/0 and 21-W-00071/0.
 - b. *Period of Availability of Funds*: Funds will become available to Contractor or Subrecipient commencing on the date of final signature of the Contract to which is attached and continuing through June 30, 2028.
 - c. *Single Audit Act*: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.
 - d. *Modifications*: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
 - 1) Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the Contract.
 - iii. Change in a key person specified in the Contract.
 - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
 - 2) No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
 - e. *Sub-Contracting*: The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
 - f. *Condition for Receipt of Health Care Authority Funds*: Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the

Contractor or Subrecipient as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.

- g. *Unallowable Costs*: The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.
- h. *Supplanting Compliance*: SABG: If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).
- i. *Federal Compliance*: The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.
- j. *Civil Rights and Non-Discrimination Obligations*: During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101- 6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

HCA Federal Compliance Contact Information
 Washington State Health Care Authority
 Post Office Box 42710
 Olympia, Washington 98504-2710

- II. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, Clallam County Juvenile & Family Services. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

	OMB CIRCULAR		
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.

- a. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** : The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

- b. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**: The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
 3. Notifying the employee in the statement required by paragraph (1), above, that, as a condition of employment under the contract, the employee will—
 - i. Abide by the terms of the statement; and

- ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

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

Legal Services Manager

WA State Health Care Authority

PO Box 42700

Olympia, WA 98504-2700

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

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

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

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

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

- d. **CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA):** The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.
- e. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

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

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

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

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

f. CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:	TITLE:
PLEASE ALSO PRINT OR TYPE NAME:	
ORGANIZATION NAME: (if applicable)	DATE:

EXHIBIT A: CENTERS OF MEDICARE & MEDICAID SERVICES, SPECIAL TERMS AND CONDITIONS

The Special Terms and Conditions portion of the MTP 2.0 Waiver is an integral part of this Contract and is incorporated herein by this reference and is not attached but is available upon request from the HCA Contract Manager.



6
JUL 22 2024
24

AGENDA ITEM SUMMARY

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

Department: Public Works/Roads

WORK SESSION ☒ **Meeting Date: 07/22/2023**

REGULAR AGENDA ☒ **Meeting Date: 07/23/2024**

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # 101-24-013 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Right of Way Acquisition |

Documents exempt from public disclosure attached: ☐

Executive summary:

Wild Salmon wants to replace two culverts on Bear Creek Road for fish passage. Additional right of way is needed along with temporary construction easements. This is the last owners to acquire easements from.

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?** ☐

Cost of easements and value of trees is \$40,128.21. 10-SCP24BrCrk

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

Approve

County Official signature & print name: Joe Donisi, P.E. *Wild Salmon for Joe Donisi*

Name of Employee/Stakeholder attending meeting: Joe Donisi, Linda Capps

Relevant Departments: Roads

Date submitted: 7/16/2024

* 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)

101-24-013

COUNTY ROAD NAME Bear Creek Road CRP 544.23
NO. 20210
PROPERTY OWNERS Zacharia and Willow Peppers

CLALLAM COUNTY ROAD DEPARTMENT

Land Purchase Agreement

In exchange for Easements in the matter of the above said County Road Project, Clallam County shall provide the following:

1718 S.F. Permanent Easement - \$2261.36

8919 S.F. Temporary Construction Easement - 7 months - \$2866.85

Trees to be removed per attached map - \$35,000

Total \$40,128.21

No trees will be removed outside of the Clearing and Grubbing area as shown on the attached Updated Tree Removal Plan.

Trees that are removed to be decked & left on site.

The undersigned property owners hereby authorize and grant Clallam County the right to provide the above agreement, together with the right to enter upon their remaining lands as may be necessary to perform any of the above. There are no other agreements written or oral other than those stated herein.

Signed at _____, Washington this _____ day of _____, 20____.


Property Owner


Property Owner

Property Owner

Property Owner

Address; Street or Box No.

Address; Street or Box No.

City State Zip

City State Zip

R/W Agent or Witness

R/W Agent or Witness

Reviewed By:


Assistant Engineer Date 7-16-24


County Engineer Date 7-16-24


Deputy Prosecuting Attorney Date 7/17/24

Approved By:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair Date

Randy Johnson Date

Mark Ozias Date

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Easement

THE GRANTOR Zacharia And Willow Peppers

for and in consideration of \$10.00 and other valuable consideration grants and conveys to
CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD DEPARTMENT

an easement over, under, upon and across the hereinafter described lands, situate in the County of Clallam, State of Washington, to the same extent and purpose as if the rights herein conveyed had been acquired under Eminent Domain statutes of the State of Washington, for the purpose of roads, slopes, drainage, clear zone and utilities.

Being a portion of Tax Parcel No:123026120000

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK ROAD.

Situate in County of Clallam, State of Washington.

MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED.

Dated _____ 20 _____

GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me
Willow Peppers
Zach Peppers to
me known to be the individual(s) described in and
who executed the within and foregoing instrument,
and acknowledged that Willow signed the same
as the free free and voluntary act and deed, for
the uses and purposes therein mentioned.

Given under my hand and official seal this
16th day of July, 20 24

Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires: 11/22/24

GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day of _____, 20 _____ before me, the
under-signed, a Notary Public in and for the State of Washington, duly commissioned
and sworn, personally appeared _____
and _____, to me known to be the
President and Secretary, respectively, of _____ the
corporation that executed the foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said corporation, for the uses
and purposes therein mentioned, and on oath states that _____
authorized to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

Witness my hand and official seal hereto affixed the day and year first above
written.

Notary Public in and for the State of Washington,

residing at _____

My appointment expires: _____

PEPPERS, ZACHARIA AND WILLOW
PIN 2493
TPN 123026120000
Right of Way Acquisition

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26;
THENCE S02°28'55"W ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 285.07 FEET TO THE NORTHERLY MARGIN OF BEAR CREEK COUNTY ROAD;
THENCE S72°31'34"E ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 173.16 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°18'37", AN ARC DISTANCE OF 81.31 FEET;
THENCE S85°50'11"E A DISTANCE OF 115.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°51'31", AN ARC DISTANCE OF 102.11 FEET TO THE POINT OF BEGINNING;
THENCE N44°53'57"W A DISTANCE OF 15.13 FEET;
THENCE N58°56'39"W A DISTANCE OF 32.96 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS N15°26'54"W A DISTANCE OF 170.75 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°42'44", AN ARC DISTANCE OF 25.96 FEET;
THENCE N65°50'22"E A DISTANCE OF 16.75 FEET;
THENCE S24°09'38"E A DISTANCE OF 39.25 FEET TO SAID NORTHERLY MARGIN AND TO A POINT HEREINAFTER REFERRED TO AS TEMPORARY POINT "A";
THENCE S65°50'22"W A DISTANCE OF 16.75 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 210.00 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00°27'56", AN ARC DISTANCE OF 1.71 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT AFOREMENTIONED TEMPORARY POINT "A" ON THE NORTHERLY MARGIN OF BEAR CREEK ROAD;

THENCE N65°50'22"E A DISTANCE OF 109.69 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S24°10'07"E A DISTANCE OF 665.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°42'12", AN ARC DISTANCE OF 66.20 FEET TO THE POINT OF BEGINNING;

THENCE N18°27'55"W A DISTANCE OF 18.73 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S18°27'55"E A DISTANCE OF 683.73 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01°29'06", AN ARC DISTANCE OF 17.72 FEET;

THENCE S72°23'08"E A DISTANCE OF 34.02 FEET TO SAID NORTHERLY MARGIN AND TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S14°34'00"E A DISTANCE OF 665.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°53'55", AN ARC DISTANCE OF 45.25 FEET TO THE POINT OF BEGINNING;

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Temporary Easement

THE GRANTOR Zacharia and Willow Peppers

for and in consideration of \$10.00 and other valuable consideration grants and conveys to
**CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD
DEPARTMENT**

a temporary easement over, under, upon and across the hereinafter described lands, situate in the
County of Clallam, State of Washington, for the purpose of roads, slopes, drainage, clear zone and
utilities.

Being a portion of Tax Parcel No: 123026120000

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR
CREEK COUNTY ROAD.

Situate in County of Clallam, State of Washington.

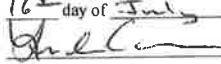
MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED

together with the right at all times to the Grantee(s), its successors and assigns, for ingress to and egress from
said lands, across adjacent lands of the Grantor(s) for the purpose of construction of the project or work which
is the subject of this easement. The rights, title, privileges and authority hereby granted shall continue and be in
force until 12/31/2024 at which time all such rights, title, Privileges and authority hereby granted shall terminate.

Dated _____ 20 _____


GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me
Willow Peppers
Zach Peppers to
me known to be the individual(s) described in and
who executed the within and foregoing instrument,
and acknowledged that they signed the same
as the free and voluntary act and deed, for
the uses and purposes therein mentioned.
Given under my hand and official seal this
16 day of July, 2024.


Notary Public in and for the State of Washington,
residing at Port Angeles, WA
My appointment expires: 11/22/24


GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this _____ day of _____, 20____ before me, the
under-signed, a Notary Public in and for the State of Washington, duly commissioned
and sworn, personally appeared _____
and _____, to me known to be the _____
President and _____ Secretary, respectively, of _____ the
corporation that executed the foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said corporation, for the uses
and purposes therein mentioned, and on oath states that _____
authorized to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

Witness my hand and official seal hereto affixed the day and year first above
written.

Notary Public in and for the State of Washington,
residing at _____
My appointment expires: _____

**PEPPERS, ZACHARIA AND WILLOW
PIN 2493
TPN 123026120000
TEMPORARY CONSTRUCTION EASEMENT**

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

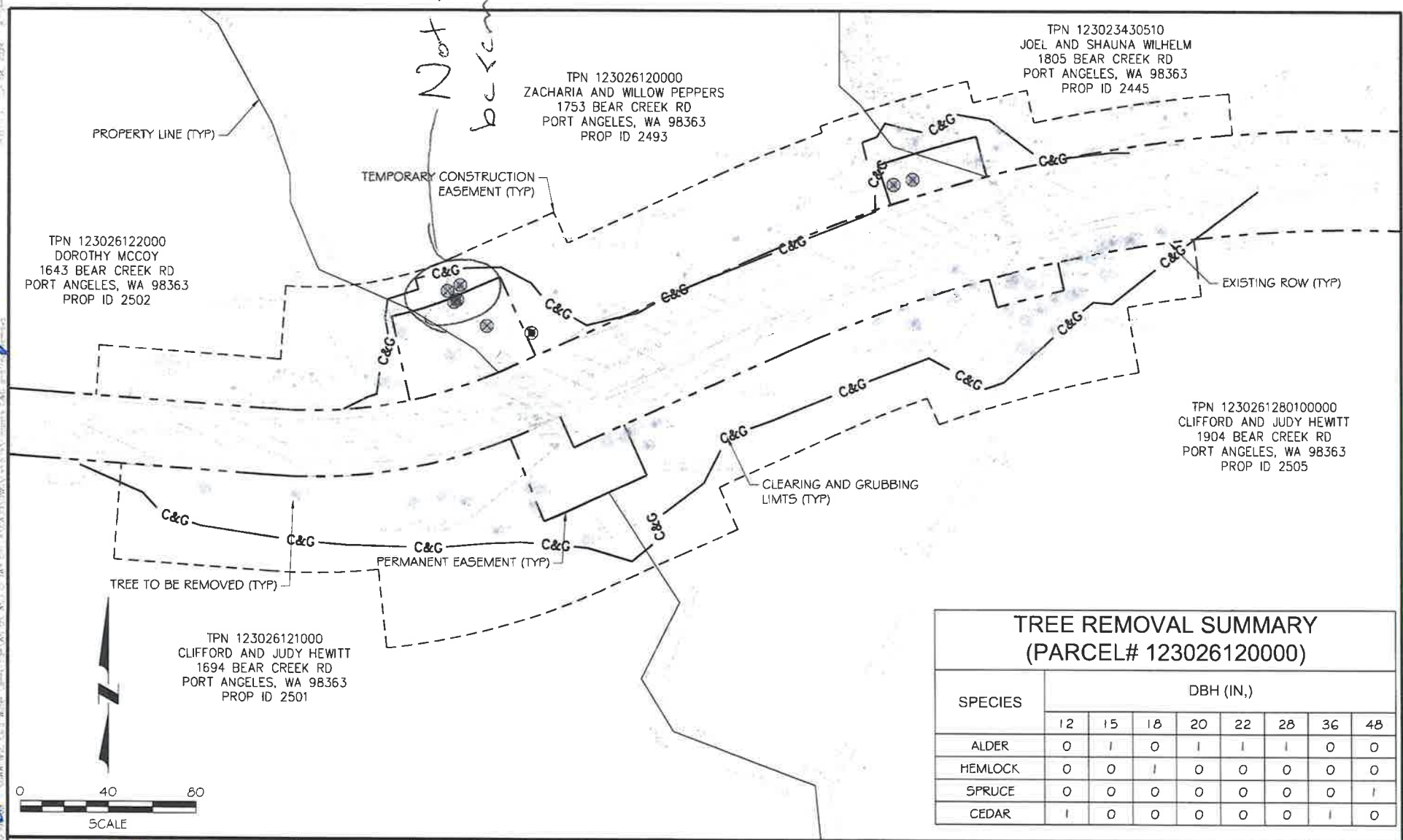
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26;
THENCE S02°28'55"W ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 285.07 FEET TO THE NORTHERLY MARGIN OF BEAR CREEK COUNTY ROAD;
THENCE S72°31'34"E ALONG SAID NORTHERLY MARGIN A DISTANCE OF 173.16 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°18'37", AN ARC DISTANCE OF 81.31 FEET;
THENCE S85°50'11"E A DISTANCE OF 115.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°19'27", AN ARC DISTANCE OF 103.81 FEET;
THENCE N65°50'22"E A DISTANCE OF 16.75 FEET TO THE POINT OF BEGINNING;
THENCE N24°09'38"E A DISTANCE OF 39.25 FEET;
THENCE N65°50'22"E A DISTANCE OF 16.75 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 170.75 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08°42'44" AN ARC DISTANCE OF 25.96 FEET;
THENCE N58°56'39"W A DISTANCE OF 1.50 FEET;
THENCE N66°30'11"W A DISTANCE OF 27.66 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS N07°01'33"W A DISTANCE OF 153.93 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°08'05", AN ARC DISTANCE OF 46.03 FEET;
THENCE N65°50'22"E A DISTANCE OF 50.89 FEET;
THENCE S24°09'38"E A DISTANCE OF 15.18 FEET;
THENCE N65°50'22"E A DISTANCE OF 75.54 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S24°10'08"E A DISTANCE OF 705.89 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°07'39", AN ARC DISTANCE OF 50.85 FEET;

THENCE N20°02'28"W A DISTANCE OF 2.99 FEET TO A NON-TANGENT CURVE
WHOSE RADIUS POINT BEARS S20°02'28"E A DISTANCE OF 708.87 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 01°45'37", AN ARC DISTANCE OF 21.78 FEET;
THENCE S38°16'06"E A DISTANCE OF 20.35 FEET;
THENCE S72°23'08"E A DISTANCE OF 10.57 FEET TO A NON-TANGENT CURVE
WHOSE RADIUS POINT BEARS S16°58'49"E A DISTANCE OF 683.73 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 01°29'06", AN ARC DISTANCE OF 17.72 FEET;
THENCE S18°27'55"W A DISTANCE OF 18.73 FEET TO A NON-TANGENT
CURVE WHOSE RADIUS POINT BEARS S18°27'55"E A DISTANCE OF 665.00
FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 05°42'12", AN ARC DISTANCE OF 66.20;
THENCE S65°50'22"W A DISTANCE OF 126.43 FEET TO THE POINT OF
BEGINNING.

7/16/24
7-16-24
WSS
WSS
WSS

Not to be removed



TREE REMOVAL SUMMARY (PARCEL# 123026120000)								
SPECIES	DBH (IN.)							
	12	15	18	20	22	28	36	48
ALDER	0	1	0	1	1	1	0	0
HEMLOCK	0	0	1	0	0	0	0	0
SPRUCE	0	0	0	0	0	0	0	1
CEDAR	1	0	0	0	0	0	1	0



612 Woodland Square Loop,
Suite 100
Lacey, WA 98503
360.292.7230
www.kpff.com

DRAWN BY: KMS	DESIGNED BY: KMS	WILD SALMON CENTER - ANTON AND CEDAR CREEK	EXHIBIT
CHECKED BY: MTM	DATE: 06-03-2024		
PROJECT NO: 10182300108			

UPDATED TREE REMOVAL PLAN

EX-1



7
JUL 22 2024
24

AGENDA ITEM SUMMARY

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

Department: Public Works/Roads

WORK SESSION ☒ Meeting Date: 07/22/2023

REGULAR AGENDA ☒ Meeting Date: 07/23/2024

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # 101-24-014 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Right of Way Acquisition |

Documents exempt from public disclosure attached: ☐

Executive summary:

Wild Salmon wants to replace two culverts on Bear Creek Road for fish passage. Additional right of way is needed along with temporary construction easements. This is the third of four property owners to acquire easements from.

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?** ☐

Cost of easements and value of trees is \$4024.67. 10-SCP24BrCrk

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

Approve

County Official signature & print name: Joe Donisi, P.E.

A handwritten signature in blue ink that reads "Joe Donisi".

Name of Employee/Stakeholder attending meeting: Joe Donisi, Linda Capps

Relevant Departments: Roads

Date submitted: 7/16/2024

* 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)

101-24-014

COUNTY ROAD NAME Bear Creek Road CRP 544.23
 NO. 20210
 PROPERTY OWNERS Dorothy McCoy

CLALLAM COUNTY ROAD DEPARTMENT

Land Purchase Agreement

In exchange for easements in the matter of the above said County Road Project, Clallam County shall provide the following:

1100 S.F. Permanent Easement - \$1447.90

4827 S.F. Temporary Construction Easement - 7 months - \$1576.77

Total \$3024.67

Trees to be removed 1000⁰⁰
\$4024.67

Trees to be decked and left on site.

The undersigned property owners hereby authorize and grant Clallam County the right to provide the above agreement, together with the right to enter upon their remaining lands as may be necessary to perform any of the above. There are no other agreements written or oral other than those stated herein.

Signed at Beaver, Washington this 13th day of July, 20

Floyd McCoy
 Property Owner

Property Owner

Property Owner

Property Owner

Address; Street or Box No.

Address; Street or Box No.

City State Zip

City State Zip

R/W Agent or Witness

R/W Agent or Witness

Reviewed By:

Joe Dornin 7-16-24
 Assistant Engineer Date

Joe Dornin 7-16-24
 County Engineer Date

Dan Dougherty 7/17/24
 Deputy Prosecuting Attorney Date

Approved By:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair Date

Randy Johnson Date

Mark Ozias Date

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Easement

THE GRANTOR Zacharia And Willow Peppers

for and in consideration of \$10.00 and other valuable consideration grants and conveys to
CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD DEPARTMENT

an easement over, under, upon and across the hereinafter described lands, situate in the County of Clallam, State of Washington, to the same extent and purpose as if the rights herein conveyed had been acquired under Eminent Domain statutes of the State of Washington, for the purpose of roads, slopes, drainage, clear zone and utilities.

Being a portion of Tax Parcel No:123026120000

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK ROAD.

Situate in County of Clallam, State of Washington.

MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED.

Dated _____ 20 _____

GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me
Willow Peppers
Zach Peppers to
me known to be the individual(s) described in and
who executed the within and foregoing instrument,
and acknowledged that they signed the same
as the free and voluntary act and deed, for
the uses and purposes therein mentioned.

Given under my hand and official seal this
16th day of July, 20 24

Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires: 11/22/24

GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this _____ day of _____, 20 _____ before me, the
under-signed, a Notary Public in and for the State of Washington, duly commissioned
and sworn, personally appeared _____
and _____, to me known to be the _____
President and _____ Secretary, respectively, of _____ the
corporation that executed the foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said corporation, for the uses
and purposes therein mentioned, and on oath states that _____
authorized to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

Witness my hand and official seal hereto affixed the day and year first above
written.

Notary Public in and for the State of Washington,

residing at _____

My appointment expires: _____

MCCOY, DOROTHY
PIN 2502
TPN 123026122000
Right of Way Aquisition

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE S72°31'34"E ALONG SAID NORTHERLY MARGIN A DISTANCE OF 173.16 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°18'37", AN ARC DISTANCE OF 81.31 FEET;
THENCE S85°50'11"E A DISTANCE OF 115.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°15'18", AN ARC DISTANCE OF 59.85 FEET TO THE POINT OF BEGINNING;
THENCE N12°05'29"W A DISTANCE OF 39.25 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS N12°05'29"W A DISTANCE OF 170.75 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°21'25", AN ARC DISTANCE OF 10.00;
THENCE S58°56'39"E A DISTANCE OF 32.96 FEET;
THENCE S44°53'57"E A DISTANCE OF 15.13 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS N23°41'38"W A DISTANCE OF 210.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°36'13", AN ARC DISTANCE OF 42.53 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
PIN 2502
RIGHT-OF-WAY
AQUISITION

2502
123026122000
MCCOY
DOROTHY
1643 BEAR CREEK RD

POINT OF
 COMMENCEMENT

23
 26

S02°28'55"W
 285.07'

S72°31'34"E
 173.16'

C1

N85°50'11"W 115.04'

N12°05'29"W (R)

POINT OF
 BEGINNING

N23°41'38"W (R)

BEAR CREEK ROAD

SOUTH RIGHT OF WAY LINE
 BEAR CREEK ROAD PER
 LLSD VOL 1 PG 14

LINE	BEARING	DISTANCE
L1	N12°05'29"W	39.25'
L2	S58°56'39"E	32.96'
L3	N44°53'57"W	15.13'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	350.00'	81.31'	13°18'37"
C2	210.00'	59.58'	16°15'18"
C3	170.75'	10.00'	3°21'25"
C4	210.00'	42.53'	11°36'13"

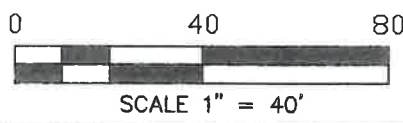
FEE AQISITION
 CONTAINS 1,100 S.F.



kpff

612 Woodland Square Loop SE,
 Suite 100
 Lacey, WA 98503

360.292.7230
www.kpff.com



SEE SHEET 2

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Temporary Easement

THE GRANTOR Zacharia and Willow Peppers

for and in consideration of \$10.00 and other valuable consideration grants and conveys to
**CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD
DEPARTMENT**

a temporary easement over, under, upon and across the hereinafter described lands, situate in the
County of Clallam, State of Washington, for the purpose of roads, slopes, drainage, clear zone and
utilities.

Being a portion of Tax Parcel No: 123026120000

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR
CREEK COUNTY ROAD.

Situate in County of Clallam, State of Washington.

MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED

together with the right at all times to the Grantee(s), its successors and assigns, for ingress to and egress from
said lands, across adjacent lands of the Grantor(s) for the purpose of construction of the project or work which
is the subject of this easement. The rights, title, privileges and authority hereby granted shall continue and be in
force until 12/31/2024 at which time all such rights, title, Privileges and authority hereby granted shall terminate.

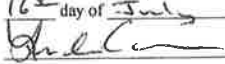
Dated _____ 20 _____


GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me
Willow Peppers
Zach Peppers to
me known to be the individual(s) described in and
who executed the within and foregoing instrument,
and acknowledged that they signed the same
as the free and voluntary act and deed, for
the uses and purposes therein mentioned.

Given under my hand and official seal this
16 day of July, 2024



Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires: 11/22/24


GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this _____ day of _____, 20____ before me, the
under-signed, a Notary Public in and for the State of Washington, duly commissioned
and sworn, personally appeared _____
and _____, to me known to be the _____
President and _____ Secretary, respectively, of _____ the
corporation that executed the foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said corporation, for the uses
and purposes therein mentioned, and on oath states that _____
authorized to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

Witness my hand and official seal hereto affixed the day and year first above
written.

Notary Public in and for the State of Washington,

residing at _____

My appointment expires: _____

MCCOY, DOROTHY
PIN 2502
TPN 123026122000
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

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SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

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THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°18'37", AN ARC DISTANCE OF 81.31 FEET;
THENCE S85°50'11"E A DISTANCE OF 37.37 FEET TO THE POINT OF BEGINNING;
THENCE N04°09'49"E A DISTANCE OF 22.86 FEET;
THENCE S85°50'11"E A DISTANCE OF 82.45 FEET;
THENCE N04°09'49"E A DISTANCE OF 33.21 FEET;
THENCE N85°50'11"W A DISTANCE OF 1.23 FEET TO A CURVE TO THE LEFT HAVING A RADIUS 153.93 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°11'22", AN ARC DISTANCE OF 30.06 FEET;
THENCE S66°30'11"E A DISTANCE OF 27.66 FEET;
THENCE S58°56'39"E A DISTANCE OF 1.50 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS N15°26'54"W A DISTANCE OF 170.75 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°21'25" AN ARC DISTANCE OF 10.00 FEET;
THENCE S12°05'29"E A DISTANCE OF 39.25 FEET TO THE NORTHERLY MARGIN OF BEAR CREEK COUNTY ROAD AND A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS N12°05'29"W A DISTANCE OF 210.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°15'18" AN ARC DISTANCE OF 59.58 FEET;
THENCE N85°50'11"W 83.67 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
PIN 2502
TEMPORARY
CONSTRUCTION EASEMENT

2502
123026122000
MCCOY
DOROTHY
1643 BEAR CREEK RD



LINE	BEARING	DISTANCE
L1	N04°09'49"E	22.86'
L2	N04°09'49"E	33.21'
L3	S66°30'11"E	27.66'
L4	S58°56'39"E	1.50'
L5	S12°05'29"E	39.25'
L6	S85°50'11"E	1.23'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	350.00'	81.31'	13°18'37"
C2	153.93'	30.06'	11°11'22"
C3	210.00'	59.58'	16°15'18"
C4	170.75'	10.00'	3°21'25"

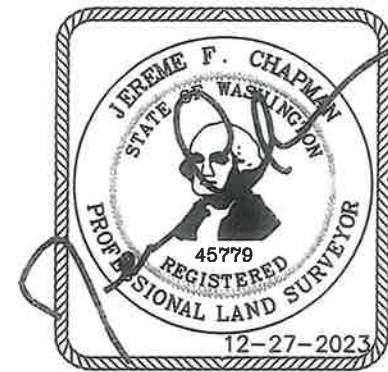
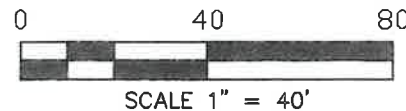
kpff

612 Woodland Square Loop SE,
 Suite 100
 Lacey, WA 98503

360.292.7230
www.kpff.com



TEMPORARY CONSTRUCTION
 EASEMENT CONTAINING
 4,827 S.F.





8
JUL 22 2024
@ 10am

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 7-22-24 - 10am

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Animal Rescue Crisis Discussion:

With the recent unanticipated announcement from the Olympic Peninsula Humane Society that the organization was no longer able to impound dogs, the County Commissioners and the Sheriff have requested a conversation with representatives of OPHS and other animal rescue organizations in Clallam County to determine how the community can support this service in the short-term and to begin conversation about how this service can be effectively administered in the long-term.

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

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

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

Name of Departments/Employee/Stakeholder attending meeting: Board of Commissioners, Sheriff's Department, Finance Department, various organizations/partners

Date submitted: 7-15-24

* 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)

Olympic Peninsula Humane Society animal 7-22-24
Revised: 3-04-2019

a

JUL 22 2024



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 7-22-24

REGULAR AGENDA ☒ Meeting Date: 7-30-24

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 – Review and approval requested |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam Bay / Sekiu Fun Days Representative Diana Leiza has submitted a written application for Assembly Permit, a required under CCC 15.02, for the 2024 Clallam Bay / Sekiu Fun Days, to be held July 12-14, 2024.

The Clallam Bay / Sekiu Fun Days Committee is also requesting the application fee be waived in the amount of \$150 due to limited funds.

Review Assembly Permit Application and approve the letter of approval for event.

Review request for waiver of Assembly Permit Application fee of \$150.

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?)

Review request for waiver of Assembly Permit Application fee of \$150.

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: 7-17-24

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

Clallam Bay Sekiu Fun Days Assembly Permit 7-30-24

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

Revised: 3-04-2019



MARK OZIAS, District 1
RANDY JOHNSON, District 2
MIKE FRENCH, District 3, Chair

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

TODD MIELKE County Administrator

File: A52.42
A72

July 30, 2024

Clallam Bay/Sekiu Fun Days Committee
Attn: Diana Leiza
P.O. Box 225
Clallam Bay, WA 98362

RE: Clallam Bay/Sekiu Fun Days 2024

Dear Ms. Leiza:

Your assembly permit application/checklist has been vetted by the Board of Commissioners, Health and Human Service/Environmental Health Department, Fire District, Emergency Management and the Sheriff's Office and it was approved.

We are happy to tell you that the Board approved your permit and fee waiver for the Clallam Bay / Sekiu Fun Days 2024.

If we may be of any further assistance, please don't hesitate to contact us.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

updated Application attached



*7/1/24 - App Rec. complete
proof of ins. rec.*

Date Submitted: 6/28/24 - no insurance
proof provided
App not complete
Date approved by Board of Commissioners: _____
Fee Received ☐

ASSEMBLY PERMIT APPLICATION/CHECKLIST
(Clallam County Code 15.02, Assembly)

Applicant: Clallam Bay/Sekiwa Fun Days
Address: PO Box 561 Clallam Bay, Wa 98326
Telephone: 360 640 0171 e-mail: leizadiana@gmail.com
Type of Event: Community Celebration
Location of Event: Clallam Bay & Sekiwa, Washington
Date(s)/Time(s) of Event: July 12 beg at 5:00 pm - Sunday, July 14
Entry Fee: for most activities Proceeds to: CB/Sekiwa Fun Days
Number of Attendees: _____ Minors Present? yes or no Alcohol Service? yes or no
circle one circle one circle one
Food Service? yes or no Provided by: _____
circle one

BOARD OF COMMISSIONERS	Approved	Conditional*	Denied
Detailed description of event and activities submitted	<u>✓</u>		
Liability insurance with County named as additional insured	<u>✓</u>		
Surety bond	<u>—</u>		
Permission to enter property received	<u>✓</u>		
Other			
HEALTH AND HUMAN SERVICES/ENVIRONMENTAL HEALTH			
Sufficient written documentation/plan submitted			
Water supply			
Toilets and washing facilities			
Food preparation and food service facilities			
Other			
FIRE DISTRICT			
Sufficient written documentation/plan submitted			
Approved fire protection devices and equipment available			
Fire prevention standards per State law			
Other			
EMERGENCY MANAGEMENT			
Sufficient Written documentation/plan submitted	<u>BK</u>		
Approved fire protection devices and equipment available	<u>BK</u>		
Fire prevention standards per State law	<u>BK</u>		
Other			

SHERIFF	Approved	Conditional*	Denied
Sufficient written documentation/plan submitted	BL		
Traffic/crowd control	BL		
Parking facilities (drawing required)	BL		
Other	King		

*Comments or Conditions:

Clallam Co Sheriff Sgt Ed Anderson
 is in charge of Crowd control & Traffic.
 CCFD #5 on site all 3 days.
 CCFD #5 will have 1st Aid station set
 up entire event.

Other permits and/or licenses may be required for this event.

This permit does not include permission to serve or allow consumption of alcoholic beverages or required permits for food handlers.

Updated Application attached



Date Submitted: 7/1/24 - APP Rec. complete proof of ins. rec.
Date approved by Board of Commissioners: 6/28/24 - no insurance proof provided APP not complete
Fee Received ☐

ASSEMBLY PERMIT APPLICATION/CHECKLIST
(Clallam County Code 15.02, Assembly)

Applicant: Clallam Bay/Sekiwa Fun Days
Address: P.O. Box 561 Clallam Bay, Wa 98326
Telephone: 360 640 0171 e-mail: leizadiana@gmail.com
Type of Event: Community Celebration
Location of Event: Clallam Bay & Sekiwa, Washington
Date(s)/Time(s) of Event: July 12 beg at 5:00 pm - Sunday, July 14
Entry Fee: 0 for most activities Proceeds to: CB/Sekiwa Fun Days
Number of Attendees: _____ Minors Present? yes or no Alcohol Service? yes or no
circle one circle one circle one
Food Service? yes or no Provided by: _____
circle one

BOARD OF COMMISSIONERS	Approved	Conditional*	Denied
Detailed description of event and activities submitted			
Liability insurance with County named as additional insured			
Surety bond			
Permission to enter property received			
Other			
HEALTH AND HUMAN SERVICES/ENVIRONMENTAL HEALTH			
Sufficient written documentation/plan submitted	<u>Parked</u>		
Water supply	<u>Parked</u>		
Toilets and washing facilities	<u>Ample</u>		
Food preparation and food service facilities	<u>Ample</u>		
Other			
FIRE DISTRICT			
Sufficient written documentation/plan submitted			
Approved fire protection devices and equipment available			
Fire prevention standards per State law			
Other			
EMERGENCY MANAGEMENT			
Sufficient Written documentation/plan submitted			
Approved fire protection devices and equipment available			
Fire prevention standards per State law			
Other			

Jammi M. Reed
J:\public\568 Forms\Assembly\assembly permit.doc

7/17/24

Revised: 04/26/12



Date Submitted: _____

Date approved by Board of Commissioners: _____

Fee Received ☐**ASSEMBLY PERMIT APPLICATION/CHECKLIST**
(Clallam County Code 15.02, Assembly)

Applicant: Clallam Bay/Sekiwa Fun Days
Address: PO Box 225 Clallam Bay, WA 98326
Telephone: 360-640-0171 e-mail: leizadiana@gmail.com
Type of Event: Community Celebration
Location of Event: Clallam Bay and Sekiwa
Date(s)/Time(s) of Event: July 12, 13, 14, 2024
Entry Fee: N/A Proceeds to: Clallam Bay/Sekiwa Fun Days
Number of Attendees: ≤ 1,000 Minors Present? yes or no circle one Alcohol Service? yes or no circle one
Food Service? yes or no circle one Provided by: _____

BOARD OF COMMISSIONERS	Approved	Conditional*	Denied
Detailed description of event and activities submitted			
Liability insurance with County named as additional insured			
Surety bond			
Permission to enter property received			
Other			
HEALTH AND HUMAN SERVICES/ENVIRONMENTAL HEALTH			
Sufficient written documentation/plan submitted			
Water supply			
Toilets and washing facilities			
Food preparation and food service facilities			
Other			
FIRE DISTRICT			
Sufficient written documentation/plan submitted	✓		
Approved fire protection devices and equipment available	✓		
Fire prevention standards per State law	✓		
Other	✓		
EMERGENCY MANAGEMENT			
Sufficient Written documentation/plan submitted			
Approved fire protection devices and equipment available			
Fire prevention standards per State law			
Other			

updated Application attached



7/1/24- App Rec Compl
proof of ins. Rec

Date Submitted: 6/28/24- no insurance
proof provided
App not comp

Date approved by Board of Commissioners: _____

Fee Received ☐

ASSEMBLY PERMIT APPLICATION/CHECKLIST
(Clallam County Code 15.02, Assembly)

Applicant: Clallam Bay/Seki Fun Days

Address: PO Box 561 Clallam Bay, Wa 98326

Telephone: 360 640 0171 e-mail: leizadiana@gmail.com

Type of Event: Community Celebration

Location of Event: Clallam Bay & Seki, Washington

Date(s)/Time(s) of Event: July 12 beg at 5:00 pm - Sunday, July 14

Entry Fee: for most activities Proceeds to: CB/Seki Fun Days

Number of Attendees: _____ Minors Present? yes or no Alcohol Service? yes or no
circle one circle one circle one

Food Service? yes or no Provided by: _____
circle one

BOARD OF COMMISSIONERS	Approved	Conditional*	Denied
Detailed description of event and activities submitted			
Liability insurance with County named as additional insured			
Surety bond			
Permission to enter property received			
Other			
HEALTH AND HUMAN SERVICES/ENVIRONMENTAL HEALTH			
Sufficient written documentation/plan submitted			
Water supply			
Toilets and washing facilities			
Food preparation and food service facilities			
Other			
FIRE DISTRICT			
Sufficient written documentation/plan submitted			

Approved fire protection devices and equipment available	☒		
Fire prevention standards per State law	☒		
Other			
EMERGENCY MANAGEMENT			
Sufficient Written documentation/plan submitted			
Approved fire protection devices and equipment available			
Fire prevention standards per State law			
Other			

June 20, 2024

Commissioners French, Johnson and Ozias:

The Clallam Bay/Sekiu Fun Days Committee, comprised of five (5) community members (Leiza, Burrow, Kelly, Hamilton, and Signor) are requesting a waiver of the assembly application fee. As you know, we are a non-profit (have a 501-C3) and survive solely on registration fees (vendor, Fun Run, and a fantastic auction) and donations. Each year, since COVID, we have increased participation from community and tourists.

I have attached a copy of our schedule of event – beginning with our community Pot Luck and street fair; continuing Saturday with a parade, Foam fun for kids, street fair and a fantastic Fire Works display courtesy of Masons Resort in Sekiu and Unique Junk. Sunday we have an all-age 5K Fun Run and Cribbage Tournament. Most of the activities are free.

Thank you for continuing to support our community celebration. If you have any further questions, my cell is 360-640-0171.


Diana Leiza

Chairperson, CB/Sekiu Fun DaysS

Diana Leiza
360-640-0171
leizadiana@gmail.com

Insurance
will be sent
over today.
Scott E.? Insurance

June 20, 2024

Commissioners French, Johnson, Ozias

I am writing this letter on behalf of the Clallam Bay/Sekiu Fun Days community event. Fun Days has been held annually for 40 plus years (exception being during COVID) during the second year of July.

We have many fun and family oriented activities planned. This year we are operating with a board of five (5) community members and many volunteers coordinating many child-adult activities.

The three day event will take place Friday, July 12, thru Sunday, July 14. Our kick-off event will be on Friday with a community potluck held at the CB school bus garage. We have a special guest harpist, Violette. She will perform during the potluck.

Saturday our events begin with a parade with the Coast Guard (Neah Bay Station) providing an Honor Guard. Following the parade will be our auction, street fair and numerous other activities. We are pleased to offer a fun, foam experience for the entire family – we are not charging for this event. Also schedule for Saturday are four bands, Rot Gut Riot, Randall Wolf Band, Pot Bellied Sneeches and Rot Ditch Groove (Pot Bellied Sneeches and Rot Ditch

Groove are lead by two Clallam Bay School Graduates). We will also host a group of musicians from Clallam Bay School. One band and the HS musicians will play in Sekiu.

The Messy Palettes Art League will be hosting the annual arts show. Community Quilters will host a quilt/sewing demonstration.

Our annual auction is supported by local businesses, donations from businesses from the West End (a special thanks to Forks Outfitters) and community donations. The auction helps support our fantastic FireWorks (sponsored by Mason's Resort, Unique Junk (and the auction).

The main area of events will be downtown Clallam Bay at the school bus garage. Also many events have been scheduled in Sekiu.

Vendor areas will be assigned as necessary for both food and retail sellers. We appreciate our community programs by waiving vendor fees and helping them set up areas. This includes Lions Club, Friends of the Library, CB School, Outreach Programs, Booster Club, and others.

A copy of our insurance policy which names Clallam County as additional insured and insured at the appropriate minimum insurance requirements in the amount of \$100,000 property damage is included.

Clallam County Fire District #5 Fire/EMS departments and volunteers will help with crowd control along with Clallam

County Sheriff's Department and volunteers of CB/Sekiu Fun Days Committee.

I am sorry for the lateness of this application. We have had several glitches but have all settled.

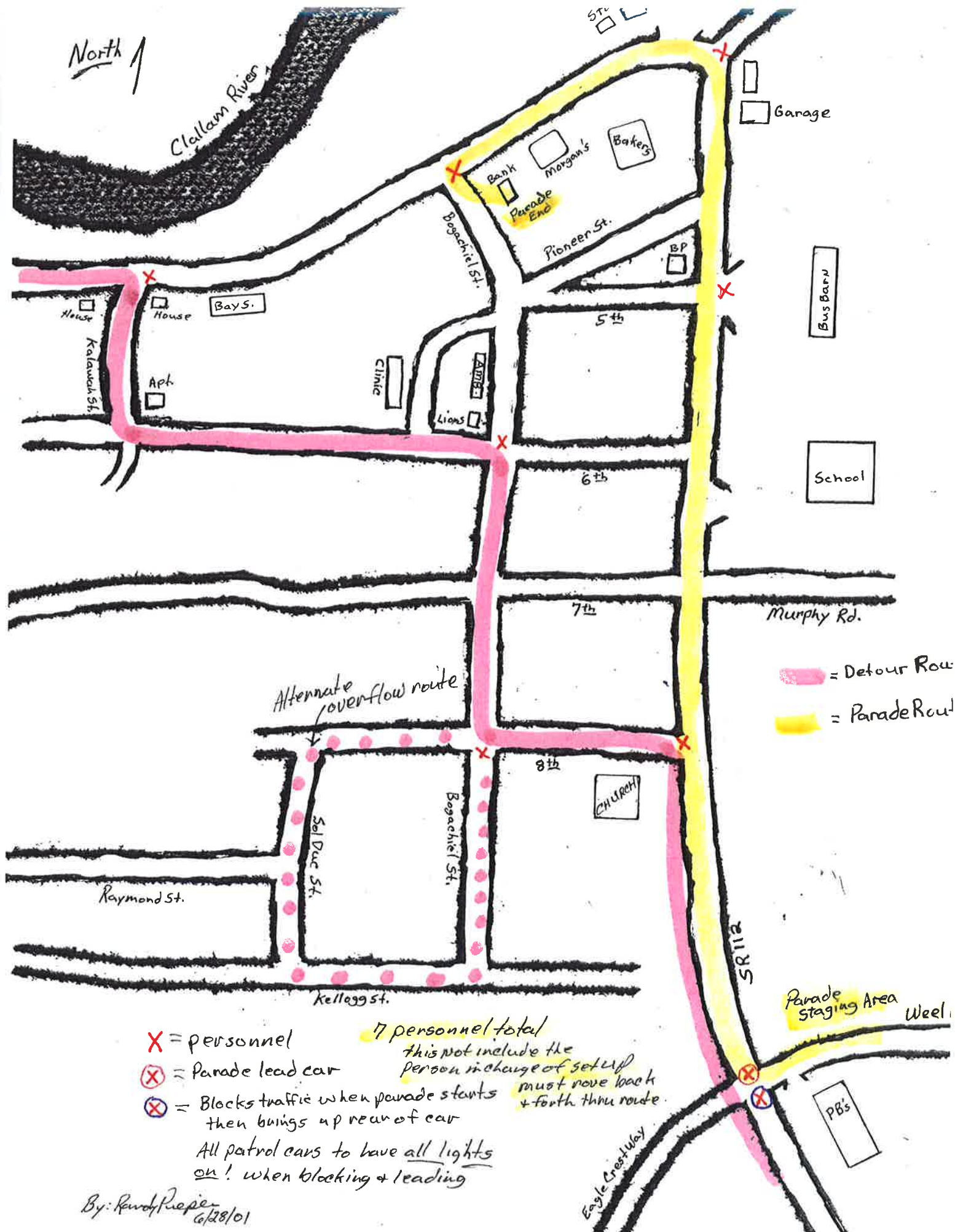
Respectfully submitted,

Diana Leiza

Chair (360 640 0171)

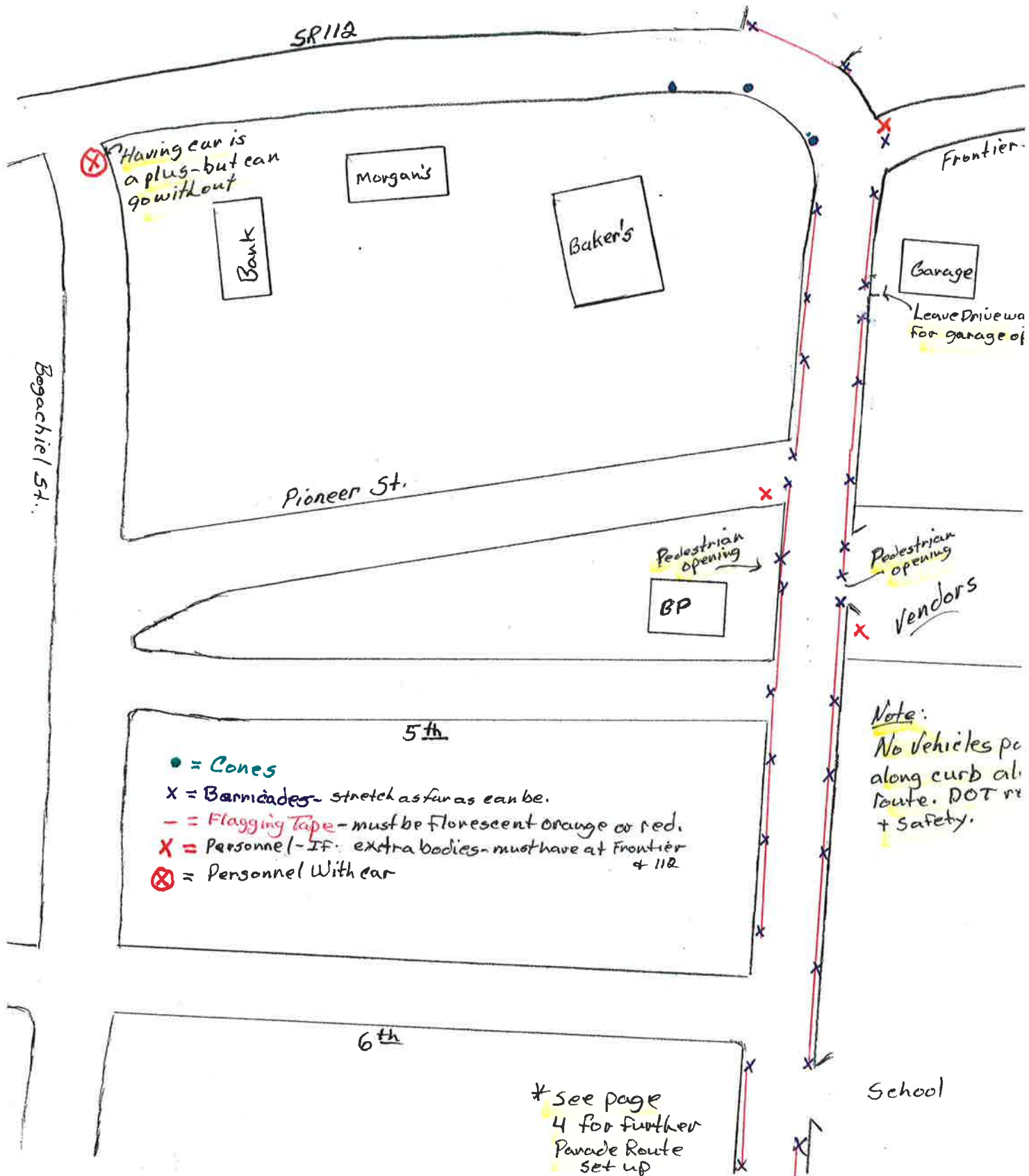
leizadiana@gmail.com





Parade Route Setup

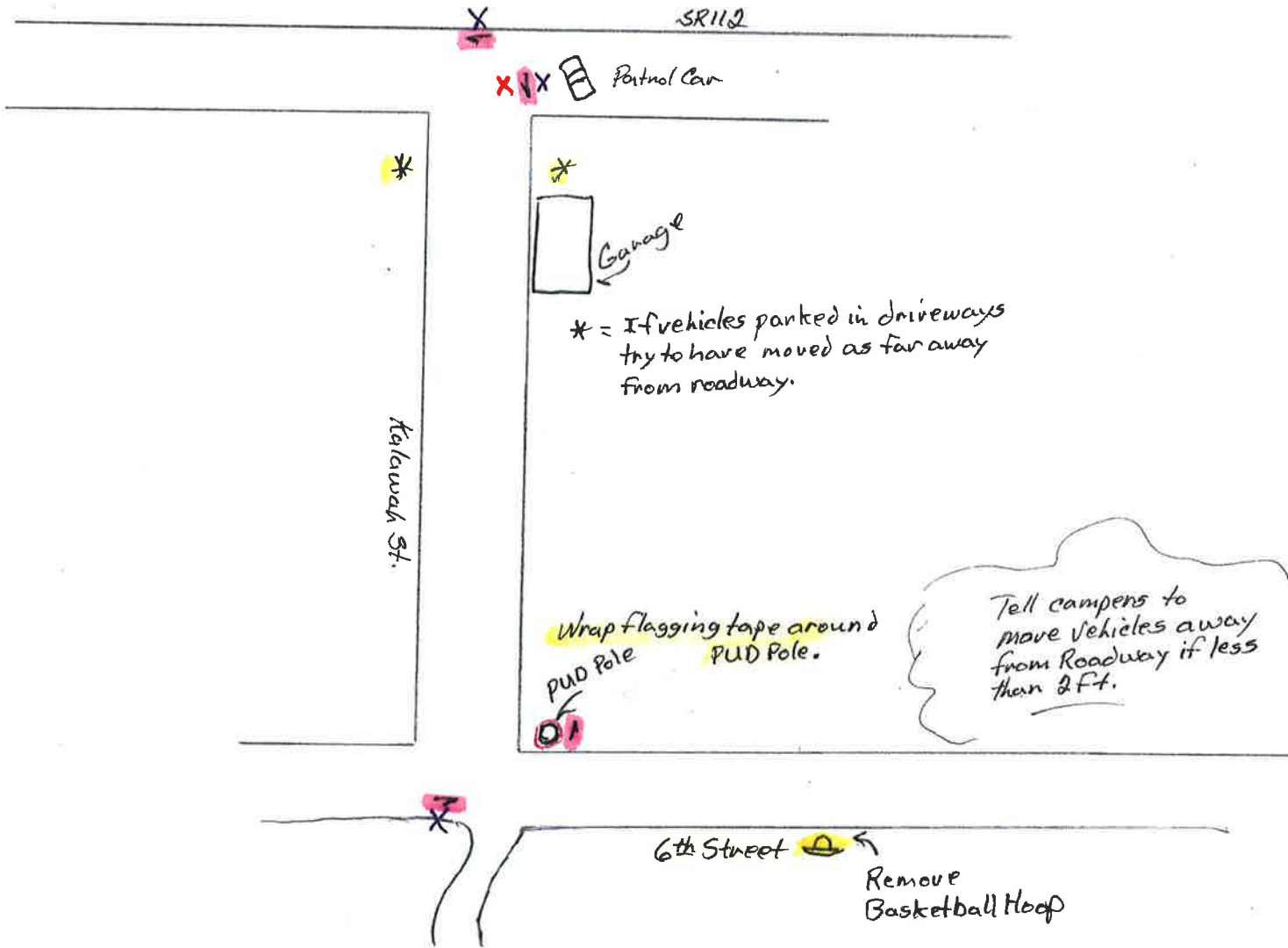
Page 1



C-LINE #61003
CLEAR TOPPER

Detour Route

Page 2



X = Barricades

→ = Detour sign with direction arrow
Must be on or against Barricade or PUD Pole

X = Personnel

July 13,14 and 15

Health and Human Services/Environmental Health:

- We have water station situated at main event.
- We have three sani-cans located at main event. One sani-can situated near children activity (Straight-Up Foam). We have permission to use restrooms at Hess Mart, the local library and county park. A hand washing unit will be available at main event. All public restrooms have sinks for washing.

We have necessary food handler permits for community potluck. We are requesting vendors to have appropriate permits.

Trailer
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Byrke

Glenda
Butler

Photo
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Friends

Reed
Heeler

John Verdic
History

Kathy
Scott
(Arizon)

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Marny ice cream truck

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Marny
ice cream

Fun Days
Life
Flight

Lions
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Friday July 12th

Art Show 10am-4pm

Street Fair 2-7pm

Friends of the Library Book Sale 10am-5pm

Scavenger Hunt 4pm

Community Potluck 5:30pm-7pm

Trivia Night 7:00 pm

Street Dance 7pm-10pm



[2024 Schedule](#) [Merchandise](#)

[Event Applications](#) [Photo Albums](#)

[Committee info](#)

Agate and Seaglass Hunt 9am-3pm	▼
Friends of the Library Books Sale 10:30am-3:30pm	▼
Grand Parade 11am	▼
Borderline Dance Team Performance 12pm	▼
Live Auction after parade	▼
Bee Keeping Workshop Clallam Bay Library 1pm	▼
3 on 3 basketball tournament 12pm start	▼
Art Show 12pm-4pm	▼
Tween Video Game Making Clallam Bay Library 3:30pm	▼
Clallam Bay Light House Tour 4-6pm	▼
Live Music 1pm-10pm	▼



Sunday July 14th

Art Show 10am-4pm

Fun Run 8am sign up 9am run

Cribbage Tournament 4pm

Cornhole Tournament 10am start



[2024 Schedule](#) [Merchandise](#)
[Event Applications](#) [Photo Albums](#)
[Committee info](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2024

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 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 Scott W Ertwein Ins Agcy Inc 1601 E Front St Ste C Port Angeles WA 98362	CONTACT NAME: Kelsey PHONE (A/C, No, Ext): 360.417.2663 E-MAIL ADDRESS: kelsey.se.agency@gmail.com FAX (A/C, No): 360.209.8105
INSURED CLALLAM BAY SEKIU FUN DAYS DIANA LEIZA PO BOX 225 CLALLAM BAY WA 98326	INSURER(S) AFFORDING COVERAGE INSURER A: KNIGHT SEPCIALTY INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	Y	KSFLD0001132-00	07/12/2024	07/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Festival, Parade, Vendor Booths - NO Rides
Clallam Bay and Sekiu, WA - <1000 attendees

If further information is needed, please email me directly at:
kelsey.se.agency@gmail.com
or call, 360.417.2663 Kelsey

CERTIFICATE HOLDER**CANCELLATION**

CLALLAM COUNTY PARKS, REC. & FACILITIES
CLALLAM BAY PARK
223 EAST FOURTH STREET
PORT ANGELES WA 98362

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

Kelsey Turley