AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, October 24, 2023 – 10:00 a.m.

EXECUTIVE SESSION - October 24, 2023 at 8:45 a.m.
Pursuant to RCW 42.30.110, an executive session will be held at 8:45 a.m., Tuesday, October 24, 2023 in the Commissioners Board Room, 223 East 4th Street, Port Angeles, Room 160. No Zoom option will be available. This session is planned for 45 minutes.

The executive session is necessary to discuss breach of contract by a contractor, and potential litigation related to that breach.

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.

REGULAR MEETING
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

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CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA ? Any Commissioner may remove items for discussion

1a. Approval of vouchers for the week of October 16

Approval of vouchers

1b. Approval of minutes for the week of October 16

Approval of minutes

1c. Letter of support with Department of Commerce for Climate Planning Grant

Letter of support

1d. Proclamation Recognizing October 23-27,2023 as Pro Bono Law Week

Proclamation

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

2a. Agreement with Washington State Administrative Office of the Courts for security services and equipment

Agreement

2b. Agreement with Department of Ecology for water quality combined grant

Agreement

2c. Agreement with Concerned Citizens for adult developmental disability services

Agreement

2d. Agreement with Morningside for adult developmental disability services

Agreement

2e. Agreement with Pierce, Jones & Associates for adult developmental disability service

Agreement

2f. Memorandum of agreement with Evergreen Forest County Group for $10,000 annual dues for Public Land, Environment
and Natural Resources work by Robert K. Weidner - Chartwell Enterprises Inc.

Memorandum of agreement

ADMINISTRATION

3a. Notice to call for proposals to be received not later than Monday, November 20, 2023 at 3 p.m. Regarding Developmental Disabilities 2024 proposals

Call for proposals

3b. Resolution appointing Susan Montana to the Clallam Bay/Sekiu Community Action Team

Resolution

3c. Exhibit A Certifications and Assurances document with Washington State Commerce Department for the Law Enforcement Pursuit Technology Grant Program

Exhibit A Certifications & Assurances

PUBLIC COMMENT ? Please limit comments to three minutes

EXECUTIVE SESSION
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The following meetings are scheduled for the Board of Commissioners October 23 - 27:

Monday, October 23:
9:00 a.m. Work Session
11:00 a.m. Joint Meeting with Port of Port Angeles

Tuesday, October 24:
7:00 a.m. PABA Meeting
10:00 a.m. Board Meeting
11:30 a.m. Sequim Budget Show (SQ Chamber Meeting)
3:00 p.m. William Shore Memorial Pool District Meeting - Cancelled Pool Meeting

Wednesday, October 25:
8:00 a.m. Coffee with Colleen
3:00 p.m. Captain Joseph House event

Thursday, October 26:
1:00 p.m. KONP Radio Show

Friday, October 27:
5:00 p.m. Serenity House Fundraiser

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

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

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

10

OCT 2 4 2023

Date of report: October 18, 2023

General	**$235,553.54**
Other	**$2,591,542.49**
Total	**$2,827,096.03**

STATE OF WASHINGTON

County of Clallam

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

COPY

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2023.

_____COUNTY AUDITOR
SHOONA RIGGS

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

_____
MARK OZIAS, Chair

_____
MIKE FRENCH

COPY

_____
RANDY JOHNSON

_____
TODD MIELKE (County Administrator)

Weekly Expenditures

October 16 - 20, 2023

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	**Assessor**	2,481.74			
00100.221	**Auditor**	28,730.75		1,201.20	
12401.221	Auditor - Document Preservation		4.74		
00100.241/291	**Commissioners (BOCC)**	18,448.04			
19914.291	BOCC - Veterans Relief		2,855.93		
19951.291	BOCC - Affordable Housing Sales Tax		52.31		
19991.291	BOCC - Emergency Communications		151,867.30		
00100.331-334	**Dept. of Community Develop't (DCD)**	12,889.56			
30301.331	DCD - Lower Dungeness Floodplain		13,740.20		
00100.871	**District Court I**	1,272.61			
11301.511	**Health & Human Services (HHS)**		22,012.41		379.21
00100.511	HHS - Environmental Health	9,140.15			
00100.513	HHS - Admin	181.44			
11322.511	HHS - Homeless Task Force		33,055.31		
11323.511	HHS - Chem Dep/Mental Hlth		71,096.23		
11331.511	HHS - Developmental Disabilities		11,600.00		
00100.461	**Human Resources (HR)**	1,640.70			
50401.461	HR - Risk Management		1,745,763.79		
00100.411	**Information Technology (IT)**	1,433.74			
30701.411	IT - Capital Projects		395.58		
00100.851	**Juvenile Services**	11,738.47		33.88	
13001/13051	**Noxious Weed/LMD #2** (Lake Mgmt. Dist.)		58.10		
00100.911/912	**Parks Fair Facilities (PFF)**	57,864.35			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		203,689.54		
30201.911	PFF - REET 2 (Real Estate Excise Tax)		205,110.82		
30501.911	PFF - Capital Projects		23,238.70		
00100.841-843	**Prosecuting Attorney**	10,288.90		7.08	
	Public Works (PW)				
10101.611	PW - Roads		27,572.47		
30401.331	PW - Dungeness Reservoir		34,778.27		
41401.611	PW - Clallam/Sekiu Sewer		6,927.87		
42401.611	PW - Carlsborg Sewer		11,731.23		
43401.611	PW - Bullman Beach Water System		563.04		
50301.611	PW - ER&R (Equip't Rental & Revolving)		23,297.89		
00100.811-815,817	**Sheriff**	63,057.41		171.50	
00100.816	Sheriff - Jail Medical	9,995.08			
11003.811	Sheriff - Boating Safety		545.00		
11008.811	Sheriff - OPNET Drug		797.05		
11080.811	Sheriff - Inmate Commissary		199.77		5.23
00100.861	**Superior Court**	82.05			
00100.891	**Superior Court Clerk**	2,262.43		155.73	
00100.231	**Treasurer**	2,086.98			
12201.231	Treasurer - O&M (Operation & Maintenance)		204.50		
00100.931	**WSU Extension**	389.75			
	Total	**233,984.15**	**2,591,158.05**	**1,569.39**	**384.44**

VISA Current Charges:	
Statement Date:	

Report Reconciliation		**Totals**			
Total	**2,825,142.20**	**General Fund**	**235,553.54**		
Final Check Lists	**2,825,142.20**	**Non-GF**	**2,591,542.49**		
Difference	-	**VISA Charges**	-		
		Grand Total	**2,827,096.03**	Use Tax	1,953.83

COPY

Prepared by: _____

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
10/24/2023	ANDERSON RESOURCE GROUP	6523	nbotnen	1,769.63	155.73	1,769.63
10/24/2023	CHARM-TEX	0338182-IN	jminnoch1	80.16	7.05	80.16
10/24/2023	CORDANT HEALTH SOLUTIONS	25917	moliver	204.97	18.04	204.97
10/24/2023	RUNBECK ELECTION SERVICES INC	C001351	sprice	13,650.00	1,201.20	27,300.00
10/24/2023	SMOKE WORKS	2409	nfurford	4,309.21	379.21	4,309.21
10/24/2023	SWANSONS SERVICES CORP.	1767592	jminnoch1	59.42	5.23	59.42
10/24/2023	TIME KEEPING SYSTEMS, INC.	38581	jminnoch1	1,868.77	164.45	1,868.77
10/24/2023	U S BANK	3922	moliver5	180.00	15.84	180.00
10/24/2023	U S BANK	26955	tpavlak	80.42	7.08	80.42
			Totals:	**22,202.58**	**1,953.83**	**35,852.58**

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0000023	ADVANCED TRAVEL	AT LK LEVY	10/11/2023	AVANCE TRAVEL LORRIE LEV	261.81	
				AT PR WACO 2(	10/11/2023	ADVANCE TRAVEL PAM WAC(	163.76	
				AT DC LEVY	10/11/2023	ADVANCE TRAVEL DAN LEVY	129.50	
				AT LK WACO 20	10/11/2023	ADVANCE TRAVEL LORRIE W	92.50	647.57
	10/24/2023	0001179	PACIFIC OFFICE EQUIPMENT	113006	10/11/2023	PERSONAL PROPERTY NOTI	48.10	48.10
	10/24/2023	0002433	KUSS, LORRIE	AT REIMBURSE	10/11/2023	ADVANCE TRAVEL REIMBURS	55.50	55.50
	10/24/2023	0004681	RUSHTON, PAMELA	AT REIMBURSE	10/11/2023	ADVANCE TRAVEL REIMBURS	62.58	62.58
	10/24/2023	0020849	U S BANK	USB 10-2023	10/11/2023	HOTEL FOR LEVY CLASS LOI	1,652.15	1,652.15
	10/24/2023	0033199	LEMAY MOBILE SHREDDING	4812118S185	10/11/2023	DOCUMENT DESTRUCTION	15.84	15.84
						Sub total for U S BANK:		2,481.74

2,481.74+
28,735.49+
170,367.65+
26,629.76+
1,272.61+
147,085.54+
1,747,404.49+
1,829.32+
11,738.47+
58.10+
489,903.41+
10,288.90+
23,297.89+
34,778.27+
46,794.61+
64,599.23+
9,995.08+
82.05+
2,262.43+
2,291.48+
389.75+
2,855.93+
2,825,142.20*+
0.*

0.*

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0001179	PACIFIC OFFICE EQUIPMENT	1129191	9/29/2023	CONTRACT COPIER 11730-01	58.89	
				1129188	9/29/2023	CONTRACT COPIER 10931-1(	39.45	
				1129189	9/29/2023	CONTRACT COPIER 11455-05	34.98	
				1129190	9/29/2023	CONTRACT COPIER 11689-02	23.87	157.19
	10/24/2023	0001792	WILLIAMS, SANDY	Williams 9-19-23	9/19/2023	LICENSING CONFERENCE TF	408.66	408.66
	10/24/2023	0020849	U S BANK	427407	9/19/2023	SANDRA WILLIAMS HOTEL F(	287.68	
				427408	9/19/2023	KARI KING HOTEL FOR LICEN	287.68	
				4807864S185	9/1/2023	DOCUMENT SHREDDING	4.74	580.10
	10/24/2023	0026798	KING, KARI	King 9-19-23	9/19/2023	LICENSING CONFERENCE TF	108.61	108.61
	10/24/2023	0029415	JOHNSON, SUSAN	111-5233510-67	10/6/2023	YARN AND NEEDLES FOR PR	60.02	60.02
	10/24/2023	0040519	WEEKS, GRETCHEN	Weeks 10-6-23	10/6/2023	MILEAGE FOR CHECKING NE	120.91	120.91
	10/24/2023	0044186	RUNBECK ELECTION SERVIC	C001351	10/10/2023	SERVICE AND MAINTENANCE	27,300.00	27,300.00
						Sub total for U S BANK:		28,735.49

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0000716	HAYDEN, JOHN F	Nov-23	10/11/2023	SUPERIOR COURT CONFLIC	2,333.00	2,333.00
	10/24/2023	0001252	PORT ANGELES, CITY OF	E911 September	10/11/2023	EMERGENCY COMMUNICATI	151,867.30	151,867.30
	10/24/2023	0001607	KAREN L UNGER, P.S.	Nov-23	10/11/2023	SUPERIOR COURT CONFLIC	4,000.00	4,000.00
	10/24/2023	0001641	VERIZON WIRELESS	9945257779	10/11/2023	CELL PHONE - TIMOTHY DAL	52.31	52.31
	10/24/2023	0002298	JOHN D BLACK, PLLC	August 2023	10/11/2023	CASE 23-8-00046-05	487.50	487.50
	10/24/2023	0020849	U S BANK	CMO 9/20/23	10/11/2023	CMO LODGING - WSAC & LS	108.19	
				CMO 9/21/2023	10/11/2023	CMO LODGING - WSAC & LS	108.19	
				amazon 9/18/20	10/11/2023	DESKTOP REFERENCE	72.13	288.51
	10/24/2023	0021617	WOLFLEY LAW OFFICE P.S.	Nov-23	10/11/2023	SUPERIOR COURT CONFLIC	4,000.00	
				Nov-23 JW	10/11/2023	SUPERIOR COURT CONFLIC	1,050.00	5,050.00
	10/24/2023	0022451	BOTNEN, NIKKI	NB 10/03/2023	10/11/2023	POSTAGE SHORTAGE REIMB	4.85	4.85
	10/24/2023	0023383	PAYNE LAW, PS	Nov-23	10/11/2023	SUPERIOR COURT CONFLIC	4,000.00	4,000.00
	10/24/2023	0028699	SOUND PUBLISHING INC	8114460	10/11/2023	BUDGET, LTAC	593.94	593.94
	10/24/2023	0033510	OZIAS, MARK	CMO 9/20/2023	10/11/2023	CMO WSAC BOARD & LSC M	334.44	334.44
	10/24/2023	0046342	NW LAW, PLLC	Nov-23	10/11/2023	DISTRICT COURT I CONFLIC	1,000.00	1,000.00
	10/24/2023	0046683	ODP BUSINESS SOLUTIONS L	331388056001	10/11/2023	UNDER DESK KEYBOARD	169.72	
				331357453001	10/11/2023	PAPER, SPOONS, BOWLS	142.57	
				331388024001	10/11/2023	CLEAR FILE HOLDERS	43.51	355.80
						Sub total for U S BANK:		170,367.65

Final Check List
CLALLAM COUNTY

DCD

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0000023	ADVANCED TRAVEL	HAVEL 10-3-23	10/10/2023	ADVANCE TRAVEL HAVEL 10-	282.68	
				FOUTS 10-3-23	10/10/2023	CE TRAVEL ADV. TRAVEL FUI	258.75	541.43
	10/24/2023	0000360	CLALLAM COUNTY ER&R	2023.291E	10/2/2023	SEPTEMBER 2023 FLEET VEI	16.50	16.50
	10/24/2023	0000799	JAMESTOWN SKLALLAM TRIE	5023-2	10/6/2023	G23 OYSTER RESTORATION	1,668.59	1,668.59
	10/24/2023	0001252	PORT ANGELES, CITY OF	DCD SEPTEMBI	10/10/2023	CODE ENF. LANDFILL SEPTE	1,939.80	1,939.80
	10/24/2023	0001699	WA ST DEPT OF ECOLOGY	24-WAR310143-	9/10/2023	G157 PERMIT FEE	2,920.00	2,920.00
	10/24/2023	0002337	BAUMANN, CHERYL	BAUMANN 9-11-	10/9/2023	G133 TRAVEL	153.57	153.57
	10/24/2023	0003410	LEMAY MOBILE SHREDDING	4812406S185	10/1/2023	ADMIN SEPTEMBER SHREDI	24.60	24.60
	10/24/2023	0009817	BENZICK, DAVID	REF 5-1-23	10/3/2023	REFUND BPT2023-00377 & BI	38.00	38.00
	10/24/2023	0018006	DM DISPOSAL INC, A WASTE	7815050S112	10/1/2023	CODE ENF. PROFESSIONAL S	4,552.88	4,552.88
	10/24/2023	0020849	U S BANK	AMZN 9-7-23	9/7/2023	ADMIN SMALL TOOLS MINOR	1,956.21	
				OLY.MAIL 9-8-23	9/8/2023	CODE ENF. TRAVEL	1,152.12	
				OLY MAIL 9-8-23	10/18/2023	LRP MAILING SERVICES	412.26	
				INDIGO 9-12-23	9/12/2023	G133 TRAVEL BUSINESS	263.60	
				CITY SQ 9-5-87	9/5/2023	G157 PUBLIC MEETING	225.00	4,009.19
	10/24/2023	0026563	MAHAN, REBECCA	MAHAN 10-6-23	10/6/2023	G145 T1: $21.75 - G157 48.20	69.95	69.95
	10/24/2023	0036994	SHANNON & WILSON INC	141991	10/6/2023	G157 AMD./ 11. 8-13-23 - 9-16	10,547.00	10,547.00
	10/24/2023	0042760	COCHNAUER, TIM	COCHNAUER 9-	9/9/2023	G145 MILEAGE FORAGE FISI	98.25	98.25
	10/24/2023	0049095	101 GENERAL CONTRACTING	REFUND 10-5-2	10/6/2023	REFUND BPT2023-855 & BPT:	50.00	50.00
						Sub total for U S BANK:		26,629.76

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0001179	PACIFIC OFFICE EQUIPMENT	1129977	10/4/2023	POE - JUDGE'S CHAIR	564.67	564.67
	10/24/2023	0004931	HANSEN, ELIZABETH	EHANSENmilag	10/5/2023	ELIZABETH HANSEN MILAGE	61.57	61.57
	10/24/2023	0020849	U S BANK	usbankoct2023	10/9/2023	MENTAL HEALTH - CLALLAM	210.00	210.00
	10/24/2023	0046756	PENA, KONNING MAURICIO	000005	8/8/2023	INTERPRETATION FOR STATI	135.00	
				000006	8/23/2023	INTERPRETATION, STATE VS	135.00	270.00
	10/24/2023	0048677	MACDONALD, RORY	RMACmilage	10/11/2023	RORY MACDONALD MILAGE	166.37	166.37
						Sub total for U S BANK:		1,272.61

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0002523	GARCELON, JENNIFER	JG BT 10-9-23	10/9/2023	EH - WASHINGTON STATE EN	118.00	118.00
	10/24/2023	0000769	IDEXX DISTRIBUTION INC	3136836192	9/14/2023	WATER LAB - LAB SUPPLIES	2,509.04	
				3137718888	10/28/2023	WATER LAB - LAB SUPPLIES	2,337.57	
				3135483707	8/23/2023	WATER LAB - LAB SUPPLIES	623.29	5,469.90
	10/24/2023	0049096	KOREAN WOMENS ASSOCIAT	KWA Incentive9-	9/29/2023	ONSITE - SEPTIC SYSTEM	972.71	972.71
	10/24/2023	0000918	LINCOLN STREET STATION	LSSSC 10-3-23	10/3/2023	ONSITE - FEDEX OVERNIGHT	65.00	65.00
	10/24/2023	0001179	PACIFIC OFFICE EQUIPMENT	1129236	9/29/2023	ADMIN - COPIER 10272	258.97	
				1129235	9/29/2023	WATER LAB - PRINTER 9310	29.00	287.97
	10/24/2023	0004184	PANKEY, JESSICA	JP BT 10-11-23	10/11/2023	FOOD - FDA PACIFIC REGION	166.50	166.50
	10/24/2023	0028699	SOUND PUBLISHING INC	8114618	9/30/2023	ONSITE - SEPTIC TRAINING C	300.00	300.00
	10/24/2023	0020849	U S BANK	7298 10-6-23 4	10/6/2023	FOOD - CROWNE PLAZA POF	929.41	
				7398 10-6-23 1	10/6/2023	FOOD - WAFDO - FDA PACIFI	300.00	
				4878 10-6-23 5	10/6/2023	FOOD - AMZN MKTP - OFFICE	154.84	
				4878 10-6-23 1	10/6/2023	WATER QUALITY - SWAIN'S G	61.62	
				7298 10-6-23 3	10/6/2023	SOL-HAZ - ANGELES MILLWC	60.91	
				4878 10-6-23 6	10/6/2023	ADMIN - 76-ICICLE QUICK ST	47.99	
				7298 10-6-23 5	10/6/2023	ONSITE - SAFEWAY #1492 - S	43.06	
				4878 10-6-23 3	10/6/2023	ONSITE - TRACTOR SUPPLY	32.60	
				4878 10-6-23 2	10/6/2023	ONSITE - WM SUPERCENTER	28.74	
				4878 10-6-23 8	10/6/2023	ADMIN - WSFERRIES-EDMON	21.40	
				7298 10-6-23 2	10/6/2023	FOOD - WAFDO - 2023 MEMB	15.00	
				4878 10-6-23 4	10/6/2023	ONSITE - QFC #5841 - OPERA	9.00	
				4878 10-6-23 7	10/6/2023	ADMIN - WSDOT GOOD TO G	5.50	1,710.07
	10/24/2023	0036338	WSEHA	WSEHA 10-4-23	10/4/2023	ADMIN - 2023-2024 ANNUAL M	50.00	50.00
	10/24/2023	0039629	OPPELT, JENNIFER	JO BT 10-10-23	10/10/2023	HADM - BUSINESS MILEAGE	136.24	136.24
	10/24/2023	0001179	PACIFIC OFFICE EQUIPMENT	1129241	9/29/2023	HADM - WEST WORK ROOM	25.19	
				1129240	9/29/2023	HADM - NANS PRINTER	20.01	45.20
	10/24/2023	0041598	AMAZON CAPITAL SERVICES,	A17VAX4XPHHF	10/1/2023	HOPS - WINTER GLOVES, SC	3,223.79	3,223.79
	10/24/2023	0048727	BURTON FLOORING INC	BF 9-21-23	9/21/2023	HOPS - FORKS OFFICE FLOC	11,436.88	11,436.88
	10/24/2023	0000599	FORKS OUTFITTERS	FO 9-26-23	9/26/2023	HOPS - MISC HARDWARE	4.32	4.32
	10/24/2023	0044629	FORSMAN-SIMS, SIRI	SFS BT 10-10-2	10/10/2023	HOPS - BUSINESS MILEAGE	351.34	351.34

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0001179	PACIFIC OFFICE EQUIPMENT	1129242	9/29/2023	HOPS - PUBLIC HEALTH COP	74.29	
				1129203	9/29/2023	HOPS - PUBLIC HEALTH COL	31.55	
				1129244	9/29/2023	HOPS - FORKS COLOR SINGI	12.41	
				1129243	9/29/2023	HOPS - FORKS COLOR PRIN	2.11	120.36
	10/24/2023	0001252	PORT ANGELES, CITY OF	131171-89524 0	9/30/2023	HOPS - HRHC UTILITIES - 8/2	362.62	362.62
	10/24/2023	0048298	SMOKE WORKS	2409	7/26/2023	HOPS - PIPES	4,309.21	4,309.21
	10/24/2023	0020849	U S BANK	4326-1 10-06-23	10/6/2023	HOPS - AMAZON - GRABBER	952.32	
				4969-1 10-06-23	10/6/2023	HOPS - AMAZON - PRINTER T	321.40	
				4326-8 10-06-23	10/6/2023	HOPS - AMAZON - CELL PHO	238.64	
				4326-2 10-06-23	10/6/2023	HOPS - AMAZON - VACUUM	119.67	
				4969-2 10-06-23	10/6/2023	HOPS - AMAZON - FLOOR MC	103.39	
				4326-5 10-06-23	10/6/2023	HOPS - AMAZON - CELL PHO	87.72	
				4326-6 10-06-23	10/6/2023	HOPS - CITY OF PORT ANGEI	54.31	
				4326-4 10-06-23	10/6/2023	HOPS - CITY OF PORT ANGEI	50.43	
				4326-7 10-06-23	10/6/2023	HOPS - CITY OF PORT ANGEI	44.62	
				4326-3 10-06-23	10/6/2023	HOPS - CITY OF PORT ANGEI	23.28	1,995.78
	10/24/2023	0001641	VERIZON WIRELESS	9945257778	9/24/2023	HOPS - K LOPICCOLO - 9/25/2	30.41	30.41
	10/24/2023	0001767	WEST WASTE & RECYCLING	0000295477	9/30/2023	HOPS - GARBAGE COLLECTI	39.09	39.09
	10/24/2023	0033201	WESTSIDE PIZZA	WP 10-6-23	10/6/2023	HOPS - HRHC SUPPORT GRC	138.61	138.61
	10/24/2023	0000591	FORKS ABUSE PROGRAM	11322-23-FAP 8-	9/28/2023	HTF - WEST END HOPE - AUC	3,091.98	3,091.98
	10/24/2023	0000723	HEALTHY FAMILIES OF CLALL	11322-21-HFCC	7/20/2023	HTF - SAFELY HOME PROJEC	3,793.02	
				11322-23-HFCC	9/22/2023	HTF - SAFELY HOME PROJEC	1,166.40	4,959.42
	10/24/2023	0000938	LUTHERAN COMMUNITY SER	11322-21-LCSN\	8/28/2023	HTF - HEALTHY FAMILIES - JU	5,870.70	5,870.70
	10/24/2023	0001433	SERENITY HOUSE OF CLALLA	11322-23-SHSA	10/10/2023	HTF - SHELTER FUNDING FO	16,523.50	
				11322-23-SHCM	9/22/2023	HTF - FAMILY SHELTER CASE	2,082.08	18,605.58
	10/24/2023	0026762	THE ANSWER FOR YOUTH	11322-23-BTG 9	10/4/2023	HTF - BRIDGING THE GAP 10	527.63	527.63
	10/24/2023	0000353	CLALLAM COUNTY DEPT OF,	3rdQ2023	10/5/2023	CD/MH - HARGROVE SERVIC	58,953.00	58,953.00
	10/24/2023	0000333	CLALLAM COUNTY SUPERIOF	CCC-TCS Q3 20	10/5/2023	CD/MH - THERAPEUTIC COUI	134.79	134.79
	10/24/2023	0000937	LUTHERAN COMMUNITY SER	113232223LCSN	9/29/2023	CD/MH - CHILD CHECK - AUG	7,039.09	7,039.09
	10/24/2023	0046310	OLYMPIC ANGELS	11323-22-23 TO,	10/3/2023	CD/MH - DARE TO DREAM AN	2,909.75	2,909.75
	10/24/2023	0001433	SERENITY HOUSE OF CLALLA	113232223SHHA	9/22/2023	CD/MH - ADMINISTRATION OI	2,059.60	2,059.60
	10/24/2023	0000396	CONCERNED CITIZENS	CC SSD 9-23	10/3/2023	DDD - SSD - SEPTEMBER 202	2,020.00	2,020.00
	10/24/2023	0017530	PIERCE JONES & ASSOCIATE	PJA QVSD 9-23	10/4/2023	DDD - QVSD - SEPTEMBER 2(	3,100.00	
				PJA SSD 9-23	10/4/2023	DDD - SSD - SEPTEMBER 202	2,740.00	
				PJA PASD 9-23	10/4/2023	DDD - PASD - SEPTEMBER 2(	2,420.00	8,260.00

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0001685	W.I.S.E	10217	9/30/2023	DDD - PROFESSIONAL SERVI	1,320.00	1,320.00
						Sub total for U S BANK:		147,085.54

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0001680	WA COUNTIES RISK POOL	A24-04	10/8/2023	INV A24-04	1,254,752.00	
				A24-28	10/8/2023	INV A24-28	457,867.00	
				A24-52	10/8/2023	INV A24-52	26,597.00	
				A24-76	10/8/2023	INV A24-76	1,999.00	
				A24-99	10/8/2023	INV A24-99	1,480.00	1,742,695.00
	10/24/2023	0020849	U S BANK	98019094	10/8/2023	98019094 JESSE MAJOR IGNI	1,525.00	
				14426198	10/8/2023	14426198	499.00	
				S02706198-2	10/8/2023	SHRM RENEWAL DUES BW	244.00	
				057860	10/8/2023	WALLY PARK - IAN HILLWAY	234.04	
				112-8067243-50	10/8/2023	112-8067243-5032214	232.04	
				6031574	10/8/2023	WALLY PARK - I HILLWAY	210.26	
				114-4377744-87	10/8/2023	114-4377744-8777042	206.73	
				WAPRO23JM	10/8/2023	WAPRO 23 JESSE M	200.00	
				WAPRO 23 KG	10/8/2023	WAPRO 23 KG	200.00	
				R4490123753	10/8/2023	R4490123753	194.22	
				67545	10/8/2023	67545	185.00	
				1708-7857	10/8/2023	1708-7857	169.00	
				84494814	10/8/2023	84494814	163.20	
				67278	10/8/2023	67278	145.00	
				092023-2673	10/8/2023	092023-2673	140.00	
				RAT 91323 LO	10/8/2023	RAT 91323 LO	75.00	
				RAT91323 LO	10/8/2023	RAT 91323 MLO	75.00	
				RAT91423 LB	10/8/2023	RAT91423 LB	75.00	
				RAT92723MW	10/8/2023	RAT92723MW	75.00	
				114-1418775-69	10/8/2023	114-1418775-6943463	65.27	
				114-6333860-28	10/8/2023	114-6333860-2815435	17.33	
				112-1763363-76	10/8/2023	112-1763363-7615442	13.44	
				6028618	10/8/2023	WALLY PARK CANCELLATION	-234.04	4,709.49
						Sub total for U S BANK:		1,747,404.49

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0000918	LINCOLN STREET STATION	10102023-LINC(	10/24/2023	POSTAGE/SHIPPING	103.81	103.81
	10/24/2023	0003410	LEMAY MOBILE SHREDDING	4811772S185	10/24/2023	IT SHREDDING SVC	37.50	37.50
	10/24/2023	0020849	U S BANK	8736887576	10/24/2023	IT20230923 - LINKEDIN LEARI	299.88	
				111-8896320-68(	10/24/2023	PW20231002 - WIRELESS NE	252.01	
				14509315-35562	10/24/2023	ROADS OFC - BEAVER 51 BE	250.00	
				14575386-4605(	10/24/2023	CCSO - CLALLAM BAY	234.93	
				113-6469991-72	10/24/2023	BOCC20230920A - BEELINK M	183.18	
				B1-412878864	10/24/2023	INTERNET - CLALLLAM BAY	164.97	
				113-2337452-77	10/24/2023	IT20230908A	131.59	
				111-0148655-93(	10/24/2023	WIRELESS NETWORK PROJ	72.98	
				11135418241656	10/24/2023	WIRELESS NETWORK PROJE	70.59	
				113-0953078-12	10/24/2023	IT20230920A - OFC SUPPLY	47.39	
				113-6469991-72	10/24/2023	CABLE CLIPS	8.31	
				dXk4WJD2rrma	10/24/2023	RETURN CREDIT - CHAIR CY	-27.82	1,688.01
						Sub total for U S BANK:		1,829.32

Final Check List
CLALLAM COUNTY

Juv Svcs

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0001179	PACIFIC OFFICE EQUIPMENT	1129445	9/29/2023	EQUIP-REPAIR/MAINT	214.19	
				1129444	9/29/2023	EQUIP-REPAIR/MAINT	122.16	
				1129448	9/29/2023	EQUIP-REPAIR/MAINT	36.39	
				1129447	9/29/2023	EQUIP-REPAIR/MAINT	6.16	
				1129446	9/29/2023	EQUIP-REPAIR/MAINT	1.81	380.71
	10/24/2023	0001252	PORT ANGELES, CITY OF	72927-155134.0	9/30/2023	UTILITIES-CITY OF PA	7,186.52	7,186.52
	10/24/2023	0001509	CORDANT HEALTH SOLUTION	25917	10/10/2023	OP SUPPLIES	204.97	204.97
	10/24/2023	0001723	WSDOT/WA ST FERRIES	*RK414472	9/30/2023	TRAVEL/BUSINESS	85.60	85.60
	10/24/2023	0003688	BURNS, KIMBERLY	59074P	10/3/2023	FOOD	36.21	
				62580P	10/9/2023	FOOD	34.41	70.62
	10/24/2023	0003702	MCBRIDE, MIKE	040074	10/6/2023	UNIFORMS & CLOTHING	56.50	56.50
	10/24/2023	0017787	DAIRY FRESH FARMS INC	8122328317	10/10/2023	DET FOOD	126.10	126.10
	10/24/2023	0020849	U S BANK	RS470251	9/11/2023	DET SUPPLIES-BLANK SHIRT	630.83	
				093598-2	9/11/2023	DET FOOD & SUP & MED SUF	334.03	
				263787	9/28/2023	TRV BUS-LAKESIDE LODGE	327.21	
				6RH3CY2M6-2	9/27/2023	TRV BUS-SNOQUALMIE INN	245.52	
				118203	10/1/2023	SOFTWARE LICENSE-RELIAT	217.61	
				085020	9/22/2023	ADVERTISING-LEGAL NOTICI	200.00	
				3922	10/1/2023	SOFTWARE LICENSE-CASA M	180.00	
				052743	9/25/2023	DET FOOD & MED SUPPLIES-	106.61	
				00071159	9/22/2023	AWARDS AND RECOGNITION	100.00	
				RS470641	9/22/2023	DET SUPPLIES-BLANK SHIRT	49.70	
				558544	9/14/2023	TRVL BUS-MONROE SHELL	45.37	
				203723	9/25/2023	TRV BUS-CHELAN 76	43.36	
				490458	9/11/2023	TRVL BUS-MONROE SHELL	42.75	
				112-8492125-54(	9/6/2023	MED SUPPLIES	35.15	
				112-3670672-41(	9/6/2023	MED SUPPLIES	30.45	
				125611	9/28/2023	TRV BUS-ICICLE QUICK STOI	28.78	
				090917	9/11/2023	DET FOOD & SUPPLIES-WALI	28.72	
				025784	9/25/2023	DET FOOD & SUPPLIES-WALI	22.84	
				091123COSTCC	9/11/2023	DET FOOD-COSTCO	21.67	
				024924	10/2/2023	FOOD-TRADER JOE'S	13.23	
				015155	9/29/2023	REGISTRATION-FOOD HANDI	10.00	
				112-0516015-82	7/24/2023	PRO SVCS-CREDIT	-17.40	

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				112-4826649-92	8/2/2023	PRO SVCS-CREDIT	-20.66	
				112-7471051-04	8/2/2023	PRO SVCS-CREDIT	-20.66	
				112-9752170-56	7/24/2023	SMALL TOOL & MINOR EQUIF	-135.99	
				112-0500229-39	7/24/2023	SMALL TOOL & MINOR EQUIF	-176.53	2,342.59
	10/24/2023	0022041	THOMAS SHERRY, M.S.	4929	9/30/2023	PRO SVCS-SSODA	300.00	
				4930	9/30/2023	PRO SVCS-SSODA	300.00	
				4931	9/30/2023	PRO SVCS-SSODA	300.00	
				4932	9/30/2023	PRO SVCS-SSODA	300.00	1,200.00
	10/24/2023	0029592	HANSON, CYNTHIA	092923CH	9/29/2023	AWARDS & RECOGINTION	41.63	41.63
	10/24/2023	0042355	BRILEY, JUDITH	093023JB	9/30/2023	CAP VOL-MILEAGE	43.23	43.23
						Sub total for U S BANK:		11,738.47

Final Check List
CLALLAM COUNTY

Nox Weeds

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0028699	SOUND PUBLISHING INC	PDN985262	10/6/2023	PDN NOTICE OF BOCC PUBL	58.10	58.10
						Sub total for U S BANK:		58.10

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0000091	ANGELES MILLWORK & LUMB	340321	10/12/2023	2301CH RSTR JV BLD SWITC	28.68	28.68
	10/24/2023	0000114	ARROW SEPTIC PUMPING SE	1692	10/12/2023	DRA SEPTIC DUMP	1,737.60	1,737.60
	10/24/2023	0000196	BILLS PLUMBING & SANIKAN	Is3665426	10/12/2023	DRA SANIKAN	100.00	100.00
	10/24/2023	0000289	CDW GOVERNMENT, INC.	se2203510	10/12/2023	CH ACCESS CONTROL SYST	198,261.91	198,261.91
	10/24/2023	0000359	CLALLAM COUNTY PUBLIC W	1480 9/23	10/12/2023	CB SEPT SEWER	236.62	236.62
	10/24/2023	0000360	CLALLAM COUNTY ER&R	2023.293e	10/12/2023	PFF FG Q2 ERR	35,358.21	35,358.21
	10/24/2023	0000725	HEARTLINE, THE	a19556	10/12/2023	2302UP RH STM DMG 90 YD F	4,896.00	4,896.00
	10/24/2023	0000729	HERMANN BROS. LOGGING A	193481	10/12/2023	2302UP RH STM DMG ALDR C	7,140.45	
				193477	10/12/2023	2302UP RH STM DMG 250YDS	5,294.25	12,434.70
	10/24/2023	0000742	HOCH CONSTRUCTION	1710CH Pay Apr	10/12/2023	1710CH LNDSCP/SDWK IMP F	90,485.64	90,485.64
	10/24/2023	0000742	HOCH CONSTRUCTION	1710CH Pay Apr	10/12/2023	1710CH LNDSCP/SDWK IMP F	77,937.15	77,937.15
	10/24/2023	0000742	HOCH CONSTRUCTION	2207FAC pay ap	10/12/2023	2207FAC EVSE PAY APP 2	24,619.28	24,619.28
	10/24/2023	0000918	LINCOLN STREET STATION	219445	10/12/2023	FG SHIPPING COST PICTURE	17.48	17.48
	10/24/2023	0001036	MURREYS OLYMPIC DISPOSA	7812311s112	10/12/2023	SC GARBAGE	2,491.74	
				7812297s112	10/12/2023	DRA GARBAGE	1,440.71	
				7813013s112	10/12/2023	CH RECYCLE	584.64	
				7813536s112	10/12/2023	SC RECYCLE	277.40	
				7813537s112	10/12/2023	DRA RECYCLE	166.44	
				7813093s112	10/12/2023	CH RECYCLE	110.96	5,071.89
	10/24/2023	0001156	OLYPEN INC	231010-0013	10/12/2023	DRA DSL INTERNET	23.95	23.95
	10/24/2023	0001198	PART WORKS INC, THE	INV98430	10/12/2023	JAIL PENAL TROL CRTDG AS	1,057.79	
				INV97928	10/12/2023	SMPK HAND DRYER	497.68	
				INV98433	10/12/2023	CHMTHRLNGE WALL MNTD S	363.77	1,919.24

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0001252	PORT ANGELES, CITY OF	60387-154714 9/	10/12/2023	FG SEPT UTIL	1,271.06	
				60387-153006 9/	10/12/2023	FG SEPT UTIL	1,010.80	
				60387-153008 9/	10/12/2023	FG SEPT UTIL	876.58	
				60387-154442 9/	10/12/2023	FG SEPT UTIL	732.12	
				60327-152976 9/	10/12/2023	CIB SEPT UTIL & GARBAGE	637.88	
				60387-152998 9/	10/12/2023	FG SEPT UTIL	632.54	
				60387-153004 9/	10/12/2023	FG SEPT UTIL	410.25	
				60387-154282 9/	10/12/2023	FG SEPT UTIL	408.14	
				60387-159546 9/	10/12/2023	FG SEPT UTIL	368.95	
				60387-152668 9/	10/12/2023	FG SEPT UTIL & GARBAGE	236.83	
				60387-158232 9/	10/12/2023	FG SEPT UTIL	138.54	
				60387-153000 9/	10/12/2023	FG SEPT UTIL	94.96	
				60387-154634 9/	10/12/2023	FG SEPT UTIL	51.14	6,869.79
	10/24/2023	0001253	PORT ANGELES SOLID WAST	1162922	10/12/2023	2302UP RH STM DMG DUMP I	252.17	
				1162059	10/12/2023	2302UP RH STM DMG DUMP I	168.76	
				1162034	10/12/2023	JUV DUMP FEE	8.70	429.63
	10/24/2023	0001300	PUBLIC UTILITY DISTRICT	22216 9/23	10/12/2023	CDJ SEPT ELECT	501.96	
				13424 9/23	10/12/2023	FWB SEPT ELECT	52.73	554.69
	10/24/2023	0001540	SWAIN'S GENERAL STORE IN	318718	10/12/2023	CH ANTIFREEZE, CLNR GREA	75.32	
				318700	10/12/2023	SMPK 3/16ODX3/32XIDX100 M	28.07	
				318780	10/12/2023	JAIL BIT FOR DOOR	10.38	113.77
	10/24/2023	0001576	THURMAN SUPPLY	875213	10/12/2023	CH LED LIGHT	112.63	
				875373	10/12/2023	CH DRILL BIT	2.77	115.40
	10/24/2023	0003431	HI-TECH SECURITY, INC.	70987	10/12/2023	2301CH RSTR JV BLD TLTNG	489.55	489.55
	10/24/2023	0006434	WRAY, RIC	harborfreight 413	10/12/2023	JUV HEMOSTAT CLAMP REIM	6.52	6.52
	10/24/2023	0020849	U S BANK	WRPA 8835	10/11/2023	M CERT PLYGRND INSP CRS	1,210.00	
				EDC 48085 479(	10/11/2023	CH ELCT SIGN NEWS WEATH	498.00	
				Amaz 3937024	10/11/2023	2301CH RSTR JV BLD MINI P(	458.77	
				viasat a5240667'	10/11/2023	CDJ SATELLITE INTERNET	96.19	
				Viasat a5103094	10/11/2023	SC SATELLITE INTERNET	91.18	
				Compliance 117-	10/11/2023	CH MTHR LNGE SIGN	35.80	
				PUD 54219 8/9	10/11/2023	SMPK FWB UNMETERED LIG	28.18	2,418.12
	10/24/2023	0033438	AHBL INC	141271	10/12/2023	1710CH LANDSCAPE SIDEWA	2,770.00	2,770.00
	10/24/2023	0035842	CLALLAM CO PARKS CREDIT	WorldPay 9/23	10/12/2023	DRA SC SEPT CC FEES	1,036.00	1,036.00
	10/24/2023	0038174	COASTAL FARM & RANCH	2498	10/12/2023	SMPK SPRING SUSP LEAF	76.22	76.22

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0041504	IML SECURITY SUPPLY	3816180	10/12/2023	JUV OVRHD HD CONCEALED	804.53	804.53
	10/24/2023	0041605	HOME DEPOT PRO	768760969	10/12/2023	2301CH RSTR JV BLD BKPK \	1,882.39	
				769491762	10/12/2023	2301CH RSTRJV BLD COMME	974.40	
				768760977	10/12/2023	CH MOTOR	359.51	
				769737420	10/12/2023	SC BLUE GLOVES	119.45	
				769250317	10/12/2023	DRA CLEANSER	116.35	3,452.10
	10/24/2023	0041995	CASCADIA WATER LLC	3401 8-9/23	10/12/2023	DRA AUG SEPT WATER	650.00	650.00
	10/24/2023	0044095	STRAIT WATER MANAGEMEN	2023023	10/12/2023	CDJ WATER MANAGEMENT	840.00	840.00
	10/24/2023	0046683	ODP BUSINESS SOLUTIONS L	32552154001	10/12/2023	FG OD BOARD ALUM	62.65	
				326116374001	10/12/2023	FG CABLE TIES	13.05	
				325471216001	10/12/2023	FG LETTER OPENER	7.80	83.50
	10/24/2023	0048757	SPENCER, DAWN	2023 Fair mileag	10/12/2023	2023 FAIR HORSE BARN JUD	85.15	85.15
	10/24/2023	0048758	GIORDANO RESTORATIONS	1509	10/12/2023	CH MTHR LNG REPAIR SERV	4,687.50	
				1506	10/12/2023	2301CH RSTR JV BLD REPAIF	1,593.84	
				1505	10/12/2023	OFC SPC RECONFIG DRYWA	400.00	6,681.34
	10/24/2023	0048912	HOCH CONSTRUCTION RETA	1710CH Pay Apr	10/12/2023	1710CH LNDSCP/SDWK IMP F	4,358.65	4,358.65
	10/24/2023	0048912	HOCH CONSTRUCTION RETA	1710CH Pay Apr	10/12/2023	1710CH LNDSCP/SDWK IMP F	3,754.20	3,754.20
	10/24/2023	0048912	HOCH CONSTRUCTION RETA	2207FAC Pay Ap	10/12/2023	2207FAC EVSE PAY APP 2 RE	1,185.90	1,185.90
						Sub total for U S BANK:		489,903.41

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0000546	EXPRESS SERVICES, INC	29706080	10/11/2023	EXPRESS SERVICES	1,554.24	1,554.24
	10/24/2023	0000890	LANGUAGE LINE SERVICES, I	11118197	10/11/2023	LANGUAGE LINE	5.77	5.77
	10/24/2023	0020849	U S BANK	848877353	10/11/2023	WESTLAW	3,256.88	
				647600	10/11/2023	HOTEL FOR TRAINING	1,000.00	
				40749678	10/11/2023	HOTEL FOR TRAINING	1,000.00	
				88458583	10/11/2023	CORONER TRAINING	800.00	
				349834	10/11/2023	HOTEL FOR TRAINING	507.09	
				848967360	10/11/2023	WESTLAW	468.80	
				31137	10/11/2023	OFFICE SUPPLIES	357.72	
				349794	10/11/2023	HOTEL FOR TRAINING	338.06	
				4358655	10/11/2023	OFFICE SUPPLIES	221.14	
				26955	10/11/2023	CORONER ITEMS	80.42	
				4481003	10/11/2023	OFFICE SUPPLIES	68.32	
				4198647	10/11/2023	OFFICE SUPPLIES	51.77	
				0221844	10/11/2023	OFFICE SUPPLIES	49.02	
				0793826	10/11/2023	OFFICE SUPPLIES	48.94	
				9200264	10/11/2023	OFFICE SUPPLIES	46.53	
				0957004	10/11/2023	OFFICE SUPPLIES	44.45	
				053310	10/11/2023	FERRY FEE	42.80	
				9849866	10/11/2023	OFFICE SUPPLIES	39.16	
				1645029	10/11/2023	LEMAY SHREDDING	31.68	
				1645030	10/11/2023	LEMAY SHREDDING	31.68	
				1651539	10/11/2023	LEMAY SHREDDING	5.14	8,489.60
	10/24/2023	0046683	ODP BUSINESS SOLUTIONS L	331607916001	10/11/2023	OFFICE SUPPLIES	212.11	212.11
	10/24/2023	0048864	PACIFIC NORTHWEST LEGAL	856386	10/11/2023	PERSONAL SERVICE	27.18	27.18
						Sub total for U S BANK:		10,288.90

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0000091	ANGELES MILLWORK & LUMB	340165	9/25/2023	Propane - PA	26.90	
				341166	10/10/2023	Brass Torch Kit - PA	23.38	50.28
	10/24/2023	0000099	A-1 AUTO PARTS	1452887	9/21/2023	Hydraulic Adapter, Paint Pen - S	50.03	50.03
	10/24/2023	0000290	CED/STUSSER - SEATTLE	5948-1039206	6/22/2023	BlazzInn Tubes - PA 02-B100, 2	544.00	544.00
	10/24/2023	0000555	FASTENAL COMPANY	WAPOR94757	9/7/2023	Brake Cleaner - PA	132.58	132.58
	10/24/2023	0000709	HARBOR SAW & SUPPLY	770590	9/28/2023	Sweatshirts and Jackets - PA	349.36	349.36
	10/24/2023	0000848	PAPE KENWORTH NORTHWE	14187835	9/25/2023	Filters - PA Stores	873.23	
				14209227	10/4/2023	Parking Sensors - PA 208	632.67	
				14209248	10/5/2023	Parking Sensors - LC 208	631.51	2,137.41
	10/24/2023	0001187	PAPE MACHINERY INC	6607483	9/24/2023	Speed Sensor Repair - PA 452	765.41	
				14755472	10/9/2023	FT GRD CLP - PA 456	714.14	1,479.55
	10/24/2023	0001255	PRICE FORD LINCOLN MERCI	5050767	10/6/2023	Camshaft Sensor,Spord Arm,C·	539.39	
				5050768	10/6/2023	Camshaft Sensor - PA 108	24.85	564.24
	10/24/2023	0001300	PUBLIC UTILITY DISTRICT	22716-100323	10/3/2023	Elect. utility chg, 384 Frontier-C	106.22	106.22
	10/24/2023	0001405	LES SCHWAB TIRE CENTERS	38000820570	9/12/2023	2445/75R Tires - PA 116	920.49	
				38000825921	10/10/2023	Alignment - PA S301	124.88	1,045.37
	10/24/2023	0001641	VERIZON WIRELESS	9945078470-503	9/22/2023	PA Sign Shop Laptop Line -PA	80.02	80.02
	10/24/2023	0001781	WHITEHEADS AUTO PARTS IN	268679	9/27/2023	Filters - LC Stores	221.35	
				268912	9/29/2023	EGR Tube - LC 108	172.36	
				269150	10/3/2023	Powerated Belt - LC 440	100.61	
				268773	9/28/2023	Panel Filter - LC 108	54.30	
				269121	10/3/2023	ADJ Antenna - LC 203	27.14	
				268822-23	9/28/2023	Impact Socket - LC 20-SMTOO	14.50	590.26
	10/24/2023	0017663	ARAMARK UNIFORM SVCS IN	5120333305	10/10/2023	Laundry Services - PA	17.45	
				5120335193	10/12/2023	Laundry Services - SQ	16.34	
				5120335181	10/12/2023	Laundry Services - LC	16.30	50.09

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0020849	U S BANK	7844-21193304	9/7/2023	Zoro:Electronic Timer - LC 20-E	273.66	
				1968-J215143W	9/19/2023	Terra Parts:Auto Partsl - LC 20-	239.78	
				7844-9266605	9/18/2023	Amzn:Aviate Trading-208 77v -	65.15	
				1968-3307459	9/6/2023	Amzn:JasperTool- Aikr Filter - F	54.62	
				1968-0216244	9/6/2023	Amzn:VirVentures-Drum Liners	38.28	
				9221-89621145	9/11/2023	HomeDepot:Paint, Wire Brush -	34.21	
				7844-041306	9/25/2023	Harbor Freight: Pipe Wrench - F	32.63	
				7844-5611179	10/4/2023	HomeDepot:Handles - LC 20-B	28.61	
				7844-3101060	9/21/2023	Amzn:WGL-Garage Door Open	24.97	
				1968-2033201CI	9/6/2023	Kitsap Tractor:Credit - PA 155M	-217.60	574.31
	10/24/2023	0022435	RACE STREET AUTO PARTS	649664-23	10/11/2023	Brake Rotors and Pads - PA 11(	581.69	
				648049-23	9/28/2023	SparkPlugs,Gasket, Brks,Rotor	304.81	
				649361-23	10/9/2023	Fuel Filter, Fuel Module - PA 10	301.17	
				649337-23	10/9/2023	Spark Plugs, Brake Pads, Roto	251.23	
				649379-23	10/9/2023	Wiper Blades - PA Stores	232.61	
				648865-23	10/5/2023	Assorted Filters - PA Stores	217.45	
				648864-23	10/5/2023	Canisters - PA CDP2	198.73	
				648054-23	9/28/2023	Disc Brakes, Rotors, Oil Filter -I	198.63	
				647178-23	9/21/2023	Brake Pads, Rotor - PA 45	194.85	
				647197-23	9/21/2023	Brake Rotor - PA 45	150.25	
				649539-23	10/10/2023	Electrical Fuel Pump - PA 108	121.20	
				649302-23	10/9/2023	Sprak Plugs - PA 22	27.50	
				647188	9/21/2023	RAD/CAP - PA MP196	24.46	
				648867-23	10/5/2023	Spark Plugs - PA SC201	18.37	2,822.95
	10/24/2023	0040272	MATT'S TOOLS USA LLC	137597	10/10/2023	Gloves - PA	54.40	54.40
	10/24/2023	0043469	PETROCARD	0501482-IN	10/10/2023	15w40, 5w20 - PA	1,849.28	1,849.28
	10/24/2023	0048714	HALTON MARINE & INDUSTRI	927240	9/25/2023	Motor Repairs - PA 402	10,817.54	10,817.54
						Sub total for U S BANK:		23,297.89

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0036990	ANCHOR QEA LLC	19446	8/31/2023	DUNGENESS OCR CONSULT	33,768.56	
				19439	8/31/2023	DUNGENESS OCR CONSULT	1,009.71	34,778.27
						Sub total for U S BANK:		34,778.27

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0000023	ADVANCED TRAVEL	JODELL092823	9/26/2023	TRAVEL REIMBURSEMENT O	519.70	
				ADAMICH09252	9/25/2023	TRAVEL REIMBURSEMENT AI	284.96	
				BROWN092523	9/25/2023	TRAVEL REIMBURSEMENT BI	284.96	
				GORMLEY0925:	9/25/2023	TRAVEL REIMBURSEMENT G	284.96	
				HAIRE092523	9/27/2023	TRAVEL REIMBURSEMENT H.	284.96	
				KING092523	9/25/2023	TRAVEL REIMBURSEMENT KI	284.96	
				LEDUKE092523	9/25/2023	TRAVEL REIMBURSEMENT LE	284.96	
				LUA092523	9/25/2023	TRAVEL REIMBURSEMENT LU	284.96	
				OLSON092523	9/25/2023	TRAVEL REIMBURSEMENT O	284.96	
				OSRSBORN092	9/25/2023	TRAVEL REIMBURSEMENT O	284.96	3,084.34
	10/24/2023	0017663	ARAMARK UNIFORM SVCS IN	5120333306	10/10/2023	LAUNDRY SERVICE-PA	16.32	
				5120335180	10/12/2023	LAUNDREY SERVICE-LC	16.29	
				5120335194	10/12/2023	LAUNDREY SERVICE-SQ	16.29	48.90
	10/24/2023	0000196	BILLS PLUMBING & SANIKAN	S3663851	10/1/2023	BILLS PLUMBING AND SANIK.	310.00	
				S3665285	10/15/2023	SANIKAN W WASHINGTON #:	100.00	410.00
	10/24/2023	0024323	BROWN, JAMES	JBROWN09272:	9/27/2023	TRAVEL REIMBURSEMENT BI	5.50	5.50
	10/24/2023	0000244	BRUCH & BRUCH CONSTRUC	2309045-IN	9/30/2023	MAINTENANCE SUPPLIES-LC	3,576.96	3,576.96
	10/24/2023	0000546	EXPRESS SERVICES, INC	29706062-10101	9/27/2023	EXPRESS EMPLOYMENT 9/1{	2,958.80	2,958.80
	10/24/2023	0000709	HARBOR SAW & SUPPLY	771639	10/4/2023	MAINTENANCE SUPPLIES-LC	367.74	
				769846	9/21/2023	MAINTENANCE SUPPLIES-LC	87.51	
				769717	9/21/2023	MAINTENANCE SUPPLIES-TR	30.21	485.46
	10/24/2023	0000885	LAKESIDE INDUSTRIES, INC	248069	9/23/2023	LAKESIDE (TACK) LIQUID ASF	2,996.35	
				248875	9/30/2023	LAKESIDE EZ STREET ASPHA	856.80	3,853.15
	10/24/2023	0039099	O'DELL, JASON	OEDELL092623	9/26/2023	O'DELL REIMBURSMENT TRA	105.40	105.40
	10/24/2023	0001156	OLYPEN INC	231011-0014	10/11/2023	PA OLS DUES 10/22-11/22	40.50	40.50
	10/24/2023	0001300	PUBLIC UTILITY DISTRICT	30702-100523	10/5/2023	09/02-10/01 66 LOWER DAM F	53.53	53.53

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0020849	U S BANK	1968-20231002	10/3/2023	LOGRITE - SUPPLIES TRAIL	983.62	
				3953-0726631	10/4/2023	AMAZON - SUPPLIES	497.88	
				1968-5614629	10/2/2023	AMAZON- SUPPLIES TRAIL	435.20	
				3953-043002	10/4/2023	COASTAL HEALTH-CDL	420.00	
				3953-0791-10/23	9/6/2023	CENTURYLINK	351.48	
				7844-112370	9/15/2023	TROXLER-SUPPLIES	317.10	
				3953-014727	10/2/2023	INT'L ROW ASSOC -CAPPS DI	275.00	
				9221-6493034	9/12/2023	AMAZON- MAINT SUPPLIES	272.58	
				3953-40860-10/2	10/4/2023	OLYMPIC DISPOSAL-GARBAC	260.04	
				3953-TROX-L	10/3/2023	TROXLER LAB-LAUBACH	158.00	
				3953-TROX-T	10/3/2023	TROXLER LAB-TWIGHT	158.00	
				3953-046334	9/25/2023	CEDAR GROVE UA FOR CDL	140.00	
				3953-1356-10/23	9/6/2023	CENTURYLINK	133.60	
				1576-098518	9/25/2023	RAINIER PLACE- TRAVEL FUE	107.88	
				1968-6339442	9/6/2023	AMAZON-MAINT SUPPLIES	97.86	
				9122-8512570	9/21/2023	HOME DEPOT- MAINT SUPPL	91.08	
				3953-9012537	9/20/2023	HOME DEPOT- MAINT SUPPL	84.25	
				8427-140102	9/26/2023	MOXEE- FUEL	80.43	
				7844-1980 268	9/20/2023	AMAZON- SUPPLIES	78.75	
				9221-034416	9/20/2023	SEQUIM VALLEY-FUEL	69.85	
				7844-10288	9/5/2023	LO INK SPECIALTIES-SURVE	63.75	
				1576-WSF-9202	9/20/2023	WA STATE FERRIES- LC	63.20	
				9221-7513746	10/2/2023	HOME DEPOT- MAINT SUPPL	47.27	
				1968-0216244-R	9/7/2023	AMAZON -DRUM LINERS	38.28	
				7844-027402	10/4/2023	HARBOR FREIGHT- SUPPLIE	37.47	
				1968-2648212	9/11/2023	AMAZON -SUPPLIES TRAIL	35.87	
				1576-092023WS	9/20/2023	WA STATE FERRIES- LC	21.40	
				WSF-92023-2	9/20/2023	WA STATE FERRIES- LC	21.40	
				3953-3565032	10/2/2023	AMAZON-SUPPLIES	19.53	
				3953-PRIME-10	10/6/2023	AMAZON PRIME	16.31	
				7844-5996201	9/25/2023	AMAZON- MAINT SUPPLIES	16.24	
				3953-1650507	9/25/2023	LE MAY MOBILE SHREDDING	15.84	
				9221-22980297	10/5/2023	WALMART-MAINT SUPPLIES	10.54	
				3953-5953800	10/2/2023	AMAZON-SUPPLIES	6.51	
				3953-81738-RE\	10/9/2023	AMAZON -DUPLICATE PAYME	-29.74	

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
				1968-10423RET	10/4/2023	LOGRITE-SUPPLIES REFUNC	-30.00	5,366.47
	10/24/2023	0001614	UNITED STATES DOSIMETRY	04654	9/30/2023	USDT-MISCELLANEOUS	240.51	240.51
	10/24/2023	0001740	WSU EXTENSION OF CLALLA	JO923	10/10/2023	WEED MAMAGEMENT-JOSEF	7,342.95	7,342.95
	10/24/2023	0000074	AM TEST, INC.	135966	9/30/2023	SAMPLE TESTING WWTP	500.00	500.00
	10/24/2023	0000443	DAILY JOURNAL OF COMMER	3393034	10/6/2023	DAILY JOURNAL OF COMMEF	655.20	655.20
	10/24/2023	0000839	K & L SUPPLY INC	46012	9/28/2023	WWTP-MAINTENANCE SUPP	726.90	726.90
	10/24/2023	0001300	PUBLIC UTILITY DISTRICT	22718-100323	10/3/2023	410 FRONTIER ST 8/29-9/28	686.55	
				22602-100323	10/3/2023	BOGACHIEL & PIONEER ST 8	216.06	902.61
	10/24/2023	0020849	U S BANK	3953-1116-10/23	9/6/2023	CENTURYLINK	255.15	
				8199-026628	9/19/2023	USPS- POSTAGE	85.75	
				8199-013348	9/12/2023	USPS-POSTAGE	82.45	
				3953-7401043-1	9/6/2023	AMAZON -OFFICE SUPPLIES	58.74	
				3953-7401043-2	9/6/2023	AMAZON -OFFICE SUPPLIES	42.67	
				8199-073961	10/4/2023	USPS- POSTAGE	28.95	553.71
	10/24/2023	0001621	USA BLUE BOOK	INV00149617	9/29/2023	WWTP-MAINTENANCE SUPP	559.11	
				INV00149431	9/29/2023	WWTP-MAINTENANCE SUPP	64.34	623.45
	10/24/2023	0001767	WEST WASTE & RECYCLING	0000295404	9/30/2023	CALLLAM BAY SEWER WAST	36.00	36.00
	10/24/2023	0020614	WOOD HAWK, INC	2065	10/9/2023	WASTE TRANSFER SERVICE	2,930.00	2,930.00
	10/24/2023	0001426	SEQUIM, CITY OF	4405.0.0923 US	10/2/2023	9/23 REGIONAL SEWER USA(	6,523.20	
				C23-09	10/2/2023	9/23 MONTHLY MAINTENANC	2,726.94	
				4405.0.0923 BS	10/1/2023	9/23 REGIONAL SEWER BASE	2,341.00	11,591.14
	10/24/2023	0020849	U S BANK	7844-7600218	9/29/2023	AMAZON- MAINT SUPPLIES	140.09	140.09
	10/24/2023	0000546	EXPRESS SERVICES, INC	29706062-43401	9/27/2023	EXPRESS BULLMAN CROSS	285.07	285.07
	10/24/2023	0020849	U S BANK	7457740-7844	9/12/2023	IRRIGATION MART- BBWS AB	277.97	277.97
						Sub total for U S BANK:		46,794.61

Final Check List
CLALLAM COUNTY

Sheriff

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0000179	BEERS, RICHARD B	Nov 2023	10/12/2023	RENTAL AGREEMENT	545.00	545.00
	10/24/2023	0000306	CHARM-TEX	0338182-IN	9/28/2023	INMATE CLOTHING	80.16	80.16
	10/24/2023	0000351	OLYMPIC PENINSULA, HUMA	OPHS QTR4 20	10/12/2023	ANIMAL CONTROL SHELTA	31,250.00	31,250.00
	10/24/2023	0000352	CLALLAM COUNTY DEPT OF,	2023.9.29	9/29/2023	GIS CONSULTING TIME	5,272.09	5,272.09
	10/24/2023	0000354	CLALLAM COUNTY SEWER DI	1481-Oct23	10/11/2023	CLALLAM BAY/SEKIU SEWER	56.50	56.50
	10/24/2023	0000608	FRANZ FAMILY BAKERIES	117101004172	9/8/2023	FOOD	209.90	
				117101004242	9/21/2023	FOOD	176.28	
				117101004275	9/28/2023	FOOD	176.28	
				117101004226	9/18/2023	FOOD	173.00	
				117101004259	9/25/2023	FOOD	142.80	
				117101004193	9/11/2023	FOOD	126.00	
				117101004208	9/14/2023	FOOD	126.00	1,130.26
	10/24/2023	0001148	OLYMPIC SPRINGS INC	360962	9/30/2023	WATER COOLER	214.23	
				361252	9/30/2023	WATER COOLER	126.59	
				361465	9/30/2023	WATER COOLER RENT	43.30	384.12
	10/24/2023	0001300	PUBLIC UTILITY DISTRICT	22794-Oct23	10/12/2023	FRONTIER ST #1	78.33	
				96237-Oct23	10/12/2023	FRONTIER ST #2	52.09	
				65837-Oct23	10/3/2023	MORSE CREEK HOOKUP	50.34	180.76
	10/24/2023	0001426	SEQUIM, CITY OF	Nov 2023	10/12/2023	LEASE AGREEMENT	1,100.00	1,100.00
	10/24/2023	0001543	SWANSONS SERVICES CORP	1767592	9/28/2023	INDIGENT PACKS	59.42	59.42
	10/24/2023	0001579	TIME KEEPING SYSTEMS, INC	38581	10/10/2023	PIPE - TKE, BUTTON	1,868.77	1,868.77
	10/24/2023	0003046	LEY, JOSHUA	10052023	10/5/2023	TRAVEL - WENATCHEE	132.75	132.75
	10/24/2023	0003220	CAMERON, RON	09212023	9/21/2023	TRAVEL - SPOKANE	148.00	148.00
	10/24/2023	0003410	LEMAY MOBILE SHREDDING	4811775S185	10/1/2023	SHREDDING	63.36	
				4811769S 185	10/1/2023	SHREDDING	1.00	64.36
	10/24/2023	0004033	CHASTAIN, ANNE	09212023	9/21/2023	TRAVEL - SPOKANE	148.00	148.00
	10/24/2023	0004211	CENTURYLINK	360-417-5383-O	10/2/2023	INTERNET	65.00	65.00
	10/24/2023	0017787	DAIRY FRESH FARMS INC	8082325010	9/7/2023	FOOD	361.98	
				8082325716	9/14/2023	FOOD	351.10	
				8082327115	9/28/2023	FOOD	307.74	
				8082326413	9/21/2023	FOOD	281.15	1,301.97
	10/24/2023	0020862	GERMAN, NANCY	Nov 2023	10/12/2023	LEASE AGREEMENT	2,388.15	2,388.15
	10/24/2023	0021606	WATCH SYSTEMS LLC	58603	10/2/2023	RENEWAL OF ANNUAL OFFEI	1,222.17	1,222.17
	10/24/2023	0024819	QUILEUTE TRIBE	Nov 2023	10/12/2023	MORSE CREEK HOOKUP	1,200.00	1,200.00

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0041605	HOME DEPOT PRO	766646574	9/21/2023	JAIL & KITCHEN SUPPLIES	854.17	
				767321813	9/26/2023	JAIL SUPPLIES	109.63	
				767579311	9/27/2023	JAIL & KTICHEN SUPPLIES	95.52	
				766159370	9/19/2023	JAIL SUPPLIES	68.54	1,127.86
	10/24/2023	0044927	TEGRIA SERVICES GROUP U	CT3325	10/6/2023	RECURRING EPIC SUPPORT	2,177.86	2,177.86
	10/24/2023	0045301	HNAT, KRISTIN	10042023	10/4/2023	TRAVEL - BELLINGHAM	297.11	297.11
	10/24/2023	0045809	CHORLEY, JUSTINE	09212023	9/21/2023	TRAVEL - SPOKANE	148.00	148.00
	10/24/2023	0046830	ROTHWEILER, THERESA	09212023	10/12/2023	TRAVEL - SPOKANE	148.00	148.00
	10/24/2023	0048495	MAGNET FORENSICS USA IN	SIN061736	9/28/2023	GRAYSHIFT ESSENTIALS	11,962.57	11,962.57
	10/24/2023	0049102	HEINER, JORDAN	6.13.23	10/12/2023	TOTE BAGS FOR CCCF	140.35	140.35
						Sub total for U S BANK:		64,599.23

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0001136	OLYMPIC MEDICAL CENTER	OMC-10.12.23	10/12/2023	INMATE MEDICAL	2,702.26	2,702.26
	10/24/2023	0001254	PORT ANGELES FIRE DEPAR	15-2023-000027	10/12/2023	INMATE MEDICAL	398.64	
				15-2023-000027	10/12/2023	INMATE MEDICAL	398.64	797.28
	10/24/2023	0017535	COST LESS SENIOR SERVICE	18765-Sep23	9/30/2023	INMATE MEDICINE	4,994.01	4,994.01
	10/24/2023	0025115	RADIA INC PS	ZB87EFJ	10/12/2023	INMATE MEDICAL	47.19	
				ZB87ECW	10/12/2023	INMATE MEDICAL	41.17	
				ZB7K3FA	10/12/2023	INMATE MEDICAL	10.29	
				ZB74OI2	10/12/2023	INMATE MEDICAL	4.86	103.51
	10/24/2023	0041537	MCKESSON MEDICAL-SURGI	21144301	9/25/2023	INMATE MEDICINE	915.31	
				21180717	10/4/2023	INMATE MEDICINE	118.23	
				21139316	9/22/2023	INMATE MEDICINE	43.48	
				21166548	10/2/2023	INMATE MEDICINE	33.86	
				21165418	9/30/2023	INMATE MEDICINE	26.86	
				21167099	10/2/2023	INMATE MEDICINE	8.84	1,146.58
	10/24/2023	0048022	SOUND INPATIENT PHYSICIA	ZB7S669	10/12/2023	INMATE MEDICAL	86.08	
				ZB7GHJY	10/12/2023	INMATE MEDICAL	86.08	
				ZB7S66C	10/12/2023	INMATE MEDICAL	79.28	251.44
						Sub total for U S BANK:		9,995.08

Superior Court

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0049098	JACKSON, ASHLEY	JAC1922060	9/7/2023	23-8-00011-05-COLFAX-WITNI	82.05	82.05
						Sub total for U S BANK:		82.05

Final Check List
CLALLAM COUNTY

Clerk

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0001203	PEN PRINT INC	39609	10/12/2023	CLERK'S OFFICE SUPPLIES E	223.04	223.04
	10/24/2023	0018197	ANDERSON RESOURCE GRO	6523	10/12/2023	CLERK'S OFFICE JURY SUMM	1,769.63	1,769.63
	10/24/2023	0027983	HYLAND SOFTWARE INC	LE01-319533	10/12/2023	EAC- EFILING 9/28/2023 - 10/2	269.76	269.76
						Sub total for U S BANK:		2,262.43

Final Check List
CLALLAM COUNTY

Treasurer

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0000008	LEXIS NEXIS RISK MGMT INC	1382924-202309	10/9/2023	SEPTEMBER SUBSCRIPTION	115.43	115.43
	10/24/2023	0000331	CLALLAM COUNTY AUDITOR	23-157372	10/9/2023	CURRENT USE REMOVAL RE	204.50	204.50
	10/24/2023	0001179	PACIFIC OFFICE EQUIPMENT	1129233	10/9/2023	CANON CONTRACT	114.91	114.91
	10/24/2023	0020849	U S BANK	0923WACOWHI	10/9/2023	WACO CONFERENCE	392.07	
				0923WACOGOF	10/9/2023	WACO CONFERENCE	392.07	784.14
	10/24/2023	0021407	MASTER'S TOUCH, LLC, THE	E88364	10/11/2023	DELINQUENT POSTCARD MA	1,072.50	1,072.50
						Sub total for U S BANK:		2,291.48

Final Check List
CLALLAM COUNTY

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/12/2023	0001036	MURREYS OLYMPIC DISPOSA	MDC 10/12/23	10/12/2023	VET CENTER RECYCLE	41.96	41.96
	10/12/2023	0001179	PACIFIC OFFICE EQUIPMENT	POE 10/12/23	10/12/2023	VET CENTER PRINTER	121.73	121.73
	10/12/2023	0001252	PORT ANGELES, CITY OF	PJ5412 10/12/23	10/12/2023	UTILITIES	838.40	838.40
	10/12/2023	0001300	PUBLIC UTILITY DISTRICT	MJ7934 10/12/2	10/12/2023	UTILITIES	284.84	284.84
	10/12/2023	0020849	U S BANK	SA5025 10/12/2	10/12/2023	FOOD	250.00	
				MB8950 10/12/2	10/12/2023	FOOD	150.00	
				WG6056 10/12/2	10/12/2023	FOOD	150.00	
				JJ2522 10/12/23	10/12/2023	FOOD	100.00	
				RD5090 10/12/2	10/12/2023	FUEL	100.00	750.00
	10/12/2023	0023705	ELK CREEK APARTMENTS, LL	FW2241 10/12/2	10/12/2023	RENT	819.00	819.00
						Sub total for U S BANK:		2,855.93

Final Check List
CLALLAM COUNTY

WSU Ext

Bank : apbank U S BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	10/24/2023	0001179	PACIFIC OFFICE EQUIPMENT	1129251	10/24/2023	POE	142.02	142.02
	10/24/2023	0020849	U S BANK	sept2023	10/24/2023	US BANK	247.73	247.73
						Sub total for U S BANK:		389.75

16

BOARD of CLALLAM COUNTY COMMISSIONERS

OCT 24 2023

MINUTES for the week of October 16 – 20, 2023

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, October 16, 2023. Present were Commissioners Ozias, Johnson and French, and Administrator Mielke.

Items of discussion per the agenda published October 12 were:

- Calendar/Correspondence
- Agreement with Washington State Administrative Office of the Courts for security services and equipment
- Discussion regarding a memorandum of agreement with Evergreen Forest County Group for $10,000 annual dues for Public Land, Environment and Natural Resources work by Robert K. Weidner – Chartwell Enterprises Inc.
- Agreement with Department of Ecology for water quality combined grant
- Agreement with Concerned Citizens for adult developmental disability services
- Agreement with Morningside for adult developmental disability services
- Agreement with Pierce, Jones & Associates for adult developmental disability services
- Notice to call for proposals to be received not later than Monday, November 20, 2023 at 3 p.m. regarding Developmental Disabilities 2024 proposals
- Pre-application questionnaire and letter of support with Department of Commerce for Climate Planning Grant
- Resolution appointing Susan Montana to the Clallam Bay/Sekiu Community Action Team
- Discussion on proposed budget revisions to be considered on October 31
- Discussion on proposed budget reductions to be considered on October 31
- Discussion of proposed supplemental appropriations to be considered on October 31
- Discussion of proposed budget emergencies to be considered on October 31

Meeting concluded at 11:13 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, October 17, 2023. Also present were Commissioners Johnson and French and Administrator Mielke.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA

1a Approval of vouchers for the week of October 9
1b Approval of payroll for the period ending September 30
1c Approval of minutes for the week of October 9

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

REPORTS AND PRESENTATIONS

- CMF commented on
- CRJ commented on Olympic Area Agency on Aging annual meeting, Department of Community Development staff meeting
- CMO commented on Legislative Steering Committee, Salish Behavioral Health Administrative Services Organization

CONTRACTS AND AGREEMENTS

2a Agreement with Washington Traffic Safety Commission for Click it or Ticket and Distracted Driving Campaign programs

ACTION TAKEN: CRJm to approve, CMFs, mc

DRAFT

2b Agreement with Washington Traffic Safety Commission for Target Zero Manager grant
ACTION TAKEN: CRJm to approve, CMFs, mc

BIDS AND AWARDS

3a Bid award – Lighthouse Pump Station Replacement Project – Tapani, Inc.
ACTION TAKEN: CRJm to approve the bid award and authorize the Chair to sign the agreement once available, CMFs, mc

ADMINISTRATION

4a Notice to call for bids to be received no later than Tuesday, November 14, 2023 at 10 a.m. regarding the Courthouse Security project
ACTION TAKEN: CRJm to issue notice, CMFs, mc

4b Call for hearing to be held on Tuesday, October 31, 2023 at 10:30 a.m. regarding an Ordinance amending Clallam County Code Chapter 5.40 Opportunity Fund Program
ACTION TAKEN: CRJm to issue notice, CMFs, mc

BUDGET

5a Notice that the following budget revisions will be adopted by Resolution on October 31:
Information Technology – Capital – Reallocation of funds for actual project costs/$69,447
Sheriff – VRF Boating Program – The purchase price of the new patrol vessel was updated after last year's budget projections occurred, leading to a shortage on the capital line for the vessel cost/$3,450
Sheriff – Jail - Contracted costs for Norpoint Services to provide courthouse security for the month of September 2023/$19,497
ACTION TAKEN: CRJm to issue notice, CMFs, mc

5b Notice that the following budget reductions will be adopted by Resolution on October 31:
HR-Employee Health Care Benefit – Updated guidance from WA State Auditor's Office is that HR Employee Health Care fund is not a true Internal Services Fund and should be in the General Fund as part of payroll. All 2023 revenue and expenses will be moved to Human Resources in the General Fund, and once completed, the HR Employee Health Care fund will be closed (1 of 3)/$48,450
ACTION TAKEN: CRJm to issue notice, CMFs, mc

5c Notice that the following supplemental appropriations will be adopted by Resolution on October 31:
HHS – Foundational Public Health Services - Department of Health Consolidated Contract #14 is adding Foundational Public Health Services funding for Environmental Health, HHS operations, and unanticipated projects pending program planning (1 of 3)/$428,500
HHS – Environmental Health - Department of Health Consolidated Contract #14 is adding Foundational Public Health Services funding for increases to salaries and benefits, overtime costs for the records scanning project, and food safety program position (2 of 3)/$198,801
HHS – Operations - Department of Health Consolidated Contract #14 is adding funding for the WIC, Immunizations, MCH and FPHS programs for increases to salaries and benefits, and also overtime costs for the records scanning project (3 of 3)/$206,946
Public Works – Solid Waste – Reimbursement from the Department of Ecology LSWFFA grant and the City of Port Angeles Enterprise Fund for the final scope of work and amount of WSU service efforts for the 2023 Waste Reduction Plan/$10,000
Auditor – 2022 Primary Election revenue budgeted in 2022 was not received until 2023/$104,000
Sheriff – Operations – Reimbursement for overtime shifts worked in support of our Operation Stonegarden Grants FY19 and FY20/$62,136
Sheriff – Jail Medical – Reimbursement for expenditures to Peninsula Behavioral Health as they are the provider filling in inmate evaluations as needed/$6,100
ACTION TAKEN: CRJm to issue notice, CMFs, mc

DRAFT

5d Resolution calling for a hearing to be held October 31 at 10:30 a.m. for the following debatable emergencies:
HR – Employee Health Care Benefit – Updated guidance from WA State Auditor's Office that HR Employee Health Care fund is not a true Internal Services Fund and should be in the General Fund as part of payroll. All 2023 revenue and expenses will be moved to Human Resources in the General Fund, and once completed, the HR Employee Health Care fund will be closed (2 of 3)/$78,450
Human Resources - Updated guidance from WA State Auditor's Office that HR Employee Health Care fund is not a true Internal Services Fund and should be in the General Fund as part of payroll. All 2023 revenue and expenses will be moved to Human Resources in the General Fund, and once completed, the HR Employee Health Care fund will be closed (3 of 3)/$78,450
HR – Risk Management – Additional funding to address approved reclassifications as well as unanticipated increase in insurance premium costs that were not allocated or anticipated in the current budget/$269,590
HR – Workers Compensation Claims – Additional funding to address approved position reclassification, unanticipated workers compensation claim costs, and unknown yet-to-be incurred charges for the remainder of 2023/$203,600
Parks and Facilities – REET 2 – Funding to cover unforeseen construction issues such as removal of kiosk, replacement of curb and gutter at drive through, soft spot repair in driveway, and installation of a catch basin/$60,200
Sheriff – Emergency Services – Additional funding to cover adjusted salary cost of Emergency Management Coordinators/$5,400
Sheriff – Animal Control – Additional funding to cover adjusted salary cost of Animal Control Deputy/$4,500
Sheriff – Jail Medical – Additional funding for Doctor salaries, inmate medicine, and inmate medical which covers outside provider services/$50,000
Auditor – Unforeseen expense due to new requirement from K & H Printers to order envelopes for the 2024 February Special Election and the 2024 March Presidential Primary/$28,000

ACTION TAKEN: CRJm to adopt, CMFs, mc

PUBLIC COMMENT

- Greg Madsen, Sequim, commented on "meatballism" tree removal

HEARING(S)

H1 Ordinance amending Clallam County Code, Chapter 5.28 Assessment Levied for Noxious Weed Control
- Christina St. John, Noxious Weed Coordinator, and members of Noxious Weed Board, provided a staff report

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

- The following signed up to provide testimony:
  - Pam Erickson, Sequim
  - David Allen, Agnew
  - Ed Bowen, Clallam Bay
  - Dan Harvey, Joyce
  - Cathy Lear, Port Angeles
  - Kenneth Reandeau, Port Angeles
  - Anders Tron Haukebo, Sequim
- The following sent in written testimony: Pamela Caldwell, Janis Burger, Neil and Lisa Turnberg, Kathy Cooper, James Bettcher, Sandra Seligmiller, Donna Hollatz, Tom Mix, David Allen, Paul Forrest, John Hannam, Allyce Miller (see attached)

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

DRAFT

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on testimony provided, application for Trust Land Transfer for Elwha Watershed, and City of Port Angeles Council Meeting (see attached)
- Elizabeth Dunne, Port Angeles, commented on Trust Land Transfer and process, Department of Natural Resources contract Power Plant and TCB 23 – Elwha River
- Nina Sarmiento, Port Angeles, commented on Power Plant and TCB 23 – Elwha River (see attached)
- Ed Telenick, Sequim, commented on Hearing Examiner case (see attached)
- Kenneth Reandeau, Port Angeles, commented on front entry project of courthouse, vehicles for County

Meeting concluded at 11:25 a.m. and continued to 9 a.m., Monday, October 23, 2023.

The Board of Commissioners attended WSAC Virtual Update, Budget Meetings, and Board of Health during the week of October 16.

PASSED AND ADOPTED this 24th day of October 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mike French

KEY TO ABBREVIATIONS:

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

DRAFT

Public Hearing
10/17/23

H1 Ordinance amending Clallam County Code, Chapter 5.28 Assessment Levied for Noxious Weed Control

Written comments received

Gores, Loni

From: Pamela Caldwell <pandmcaldwell@gmail.com>
Sent: Sunday, October 1, 2023 8:20 PM
To: Gores, Loni
Subject: Noxious weed ordinance and assessment rates

I do NOT approve of this rate increase.

Pamela A. Caldwell
1225 Leo Lane
Port Angeles, Wa 98363

Gores, Loni

From: Janis Burger <toucan@olypen.com>
Sent: Tuesday, October 3, 2023 10:25 PM
To: Gores, Loni
Subject: support increasing assessment for noxious weeds

To the Board of Commissioners,
I am a retired biologist, hiker, naturalist and member of the Washington Native Plant Society and am very aware of the impact of non-natives on natural ecosystems and native plants. Impacts include crowding out natives, ruining pastures, and even altering wetland and riparian function and salmon habitat for some of the worst culprits like knotweeds and reed canary grass. Education of landowners and just everyday citizens, monitoring and early detection are essential to controlling invasives and catching new invasives before they become a problem. All those things take resources. The modest increase in the weed assessment is long overdue and will help us all deal with this ongoing challenge.

Sincerely,

Janis Burger

Gores, Loni

From: St. John, Christina
Sent: Thursday, October 5, 2023 7:44 AM
To: Gores, Loni
Subject: Comment on noxious weed assessment

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, October 4, 2023 11:44 AM
To: zNoxiousWeedControl <web_weed@clallamcountywa.gov>
Subject: Online Form Submission #2328 for Noxious Weed Control Contact Form

Noxious Weed Control Contact Form

This form is not for emergencies.

If you have an emergency, please phone 911.

First Name	Neil and Lissa
Last Name	Turnberg
Phone	*Field not completed.*
Your Email	greendog183@gmail.com
Subject	Incease in tax assessment for noxious weed control
Comments	This seems like a very reasonable assessment to fund such a big job. We both support the increase and hope to see more publlic education and landowner assistance when this passes.

Email not displaying correctly? View it in your browser.

Gores, Loni

From: noreply@civicplus.com
Sent: Thursday, October 5, 2023 9:54 PM
To: Gores, Loni
Subject: Online Form Submission #2350 for Contact the Clerk of the Board

Contact the Clerk of the Board

First Name	Kathy
Last Name	Cooper
Email	katcooplend@gmail.com
Phone	2062768327
Subject	Noxious Weed Assessment
Comments	I wholeheartedly support the proposed ordinance raising the Noxious Weed Assessment. I feel Noxious weeds are a very serious problem in Clallam County and control needs to be stepped up.

Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

Email not displaying correctly? View it in your browser.

Gores, Loni

From: noreply@civicplus.com
Sent: Sunday, October 8, 2023 2:50 PM
To: Gores, Loni
Subject: Online Form Submission #2376 for Contact the Clerk of the Board

Contact the Clerk of the Board

First Name	James
Last Name	Bettcher
Email	zoombag68@yahoo.com
Phone	3606705994
Subject	Noxious Weed Control Assessment
Comments	Himalayan blackberry in particular is a hazard to users of trails and even roads in Clallam County. In addition Scotch Broom is an aggressive plant that overwhelms indigenous plants with many consequences. These are only the most common and well known noxious weeds. Everyone benefits from control of noxious weeds. I support increasing this assessment to increase the weed control board's efforts in Clallam County.

Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

Email not displaying correctly? View it in your browser.

Gores, Loni

From: noreply@civicplus.com
Sent: Monday, October 9, 2023 6:15 AM
To: Gores, Loni
Subject: Online Form Submission #2380 for Contact the Clerk of the Board

Contact the Clerk of the Board

First Name	Sandra
Last Name	Seligmiller
Email	sandyseligmiller@gmail.com
Phone	425-409-1959
Subject	Noxious Weed Ordinance funding amendment
Comments	This is an important and necessary funding increase. These funds support public education and the inspection program, allow weed identification workshops and talks and the ability to work with landowners to safely and effectively control invasive weeds, and ensure that landowners are complying with state and county noxious weed laws. We currently have one of the lowest assessment rates in the state. This important Clallam County program has had no assessment increase since 2000, and has never been fully funded. With climate change, it is more important than ever.

Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

Email not displaying correctly? View it in your browser.

Gores, Loni

From: St. John, Christina
Sent: Monday, October 9, 2023 3:13 PM
To: Gores, Loni
Subject: FW: Comment to Commissioners re: Proposed Fee Increase for Weed Board

From: Donna Hollatz <jdhollatz@gmail.com>
Sent: Monday, October 9, 2023 2:11 PM
To: St. John, Christina <christina.stjohn@clallamcountywa.gov>
Subject: Comment to Commissioners re: Proposed Fee Increase for Weed Board

Hi Christina,

I have tried to put a notice of support on the County website, but it just keeps saying "message has more than 500 characters" when I try to submit it. There doesn't appear to be a way to tell how many words have been typed and it allows me to keep typing in the text box, but then it won't let me submit the comments. Is there some way to fix this?

Here is the message I am trying to send:

"My husband and I have personally seen first hand how consistent treatment of noxious weeds can almost eradicate them, both with spraying Tansy Ragwort at Miller Peninsula State Park and with the pulling of Eurasian Milfoil at Lake Sutherland. (I worked on the milfoil pulling for several summers when the program first started and my parents owned lake property. Lakefront owners pay an extra assessment to help fund that work.) Weed control has to be an ongoing program as the weeds are never completely eliminated and they need to be monitored and re-treated when necessary. Miller Peninsula used to be covered with Tansy and we worked with Back Country Horsemen to spray them. This year I hand pulled a few plants and there were not enough to warrant spraying, but it needs to be re-evaluated each year. The fee increase is minimal for taxpayers and it will go a long way in educating the public and getting people to treat their weeds so they do not spread in Clallam County. Our Noxious Weed Board is a dedicated and well educated group of people. The general public needs to know about the services and knowledge they provide."

Thanks,
Donna

Gores, Loni

From: noreply@civicplus.com
Sent: Monday, October 9, 2023 9:04 PM
To: Gores, Loni
Subject: Online Form Submission #2400 for Contact the Clerk of the Board

Contact the Clerk of the Board

First Name	Tom
Last Name	Mix
Email	backcountrypacker.mix@gmail.com
Phone	3605820460
Subject	Noxious weed management assessment
Comments	I fully suppoort the update to the porperty assessment for noxous weed management. I have worked closely with teh noxiour weed manamf=gement board for over 2 decades. They have done great work but are liminted on funds. I have been personally involved with management of tansy ragwort on Miller Peninsula state park lands and those of PAI. Same for cancdian thistle in the upper dungeness drainage and hawkweed near mt muller. Please approve the proposed parcel assessment.

Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

Email not displaying correctly? View it in your browser.

Weed, Rachel

To: Gores, Loni
Subject: RE: Online Form Submission #2441 for Contact the Clerk of the Board

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Friday, October 13, 2023 7:11 PM
To: Gores, Loni <loni.gores@clallamcountywa.gov>
Subject: Online Form Submission #2441 for Contact the Clerk of the Board

Contact the Clerk of the Board

First Name	David
Last Name	Allen
Email	shoreroadnursery@gmail.com
Phone	360-775-8984
Subject	Weed Assessment
Comments	I am strongly in favor of increasing the assessment for weed control. It is extremally inexpensive while being a very important service. Most people are unaware of the need and value of weed control and so will rely on your good leadership in approving this assessment. Thank-you very much. David Allen

Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

Email not displaying correctly? View it in your browser.

Weed, Rachel

To: Gores, Loni
Subject: RE: Online Form Submission #2454 for Contact the Clerk of the Board

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, October 16, 2023 7:18 PM
To: Gores, Loni <loni.gores@clallamcountywa.gov>
Subject: Online Form Submission #2454 for Contact the Clerk of the Board

Contact the Clerk of the Board

First Name	Paul
Last Name	Forrest
Email	pforrest47@hotmail.com
Phone	3604617435
Subject	Increasing the property assessment for noxious weed control
Comments	I fully support the increase in property assessments for noxious weed control. Expecting this department to carry out its mission using a 20 year old funding base is absurd. They have an important job to do and must have the capital to do it!

Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

Email not displaying correctly? View it in your browser.

Weed, Rachel

To: Gores, Loni
Subject: RE: Online Form Submission #2458 for Contact the Clerk of the Board

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, October 17, 2023 9:25 AM
To: Gores, Loni <loni.gores@clallamcountywa.gov>
Subject: Online Form Submission #2458 for Contact the Clerk of the Board

Contact the Clerk of the Board

First Name	John
Last Name	Hannam
Email	John@johnmhannam.com
Phone	5038071700
Subject	Noxious weeds
Comments	I support additional funding fir additional resources to control noxious weeds. In areas sych as Willow Creek Manor in Sequim, it appears ro be almist everywhere. Thank you!

Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

Email not displaying correctly? View it in your browser.

Weed, Rachel

To: Gores, Loni
Subject: RE: Online Form Submission #2459 for Contact the Clerk of the Board

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, October 17, 2023 9:48 AM
To: Gores, Loni <loni.gores@clallamcountywa.gov>
Subject: Online Form Submission #2459 for Contact the Clerk of the Board

Contact the Clerk of the Board

First Name	John
Last Name	Hannam
Email	John@johnmhannam.com
Phone	5038071700
Subject	Ordinance amending Chapter 5.28 of the CCC - Assessment Levied for Noxious Weed Control
Comments	Now with the soelling corrected! 😊 Comments I support additional funding for additional resources to control noxious weeds. In areas such as Willow Creek Manor in Sequim, it appears ro be almost everywhere. Thank you!

Please Note

This form is not for emergencies. If you have an emergency, please phone 911.

Email not displaying correctly? View it in your browser.

Weed, Rachel

To: Gores, Loni
Subject: RE: noxious weed increased assessment, yes!

From: Allyce Miller <Allyce.Miller@elwha.org>
Sent: Tuesday, October 17, 2023 11:22 AM
To: Gores, Loni <loni.gores@clallamcountywa.gov>
Subject: noxious weed increased assessment, yes!

Hello,
I wanted to let you know how in support myself, on behalf of the Lower Elwha Klallam Tribe, is of the increasing the noxious weed assessment. They serve a crucial role in our county and they need the cost increase to run at their fullest potential.

Thank you for your consideration,

Allyce Miller
Revegetation Manager/Project Biologist; Lower Elwha Klallam Tribe
(360)457-4012 x7489

Public Comments
10-17-23

Public Comment
Ed Bowen
10/17/23

Washington State Department of Natural Resources (DNR)

Trust Land Transfer Program Parcel Application Cover Sheet

Date: 9/29/2023

Name of parcel: Elwha Watershed Protection Project

County/counties in which parcel is located: Clallam

Contact Information

Provide contact information as indicated below. All fields are required unless indicated otherwise.

A receiving agency also can serve as an applicant, in which case the receiving agency primary contact name and applicant name would be the same. The primary contact at the receiving agency does not need to be the same person who signs the receiving agency's letter of intent.

➢ Applicant

Name: Nathan A. West

Professional affiliation (if any): City of Port Angeles

Job title (if any): City Manager

Mailing address*: 321 E Fifth Street Port Angeles, WA 98362

Best phone number to reach you: 3604174500

Email address: nwest@cityofpa.us

*Optional

➢ Receiving Agency

Name of receiving agency: City of Port Angeles

Mailing address: 321 E Fifth Street Port Angeles, WA 98362

Primary contact name: Nathan West

Job title: City Manager

Primary contact phone number: 3604174500

Primary contact email address: nwest@cityofpa.us

Washington State Department of Natural Resources

Trust Land Transfer Program Parcel Application

Fill out this application to nominate a parcel of state trust lands for the Trust Land Transfer (TLT) Program. All fields are required. Submit the following attachments with your application:

- A map of the proposed parcel. Include section boundary lines for geographic reference so DNR can map the parcel in its GIS data system.
- A letter of intent from the receiving agency to accept and manage the parcel (required). The letter must be signed by someone at the receiving agency who has the authority to accept the transferred parcel.
- Letters of support from the community, receiving agency, advocacy groups, neighborhood associations, or others. Letters of support are optional but strongly recommended. If you need more time to obtain letters of support, you may submit them separately from your application. Letters should be sent to dnrtltprogram@dnr.wa.gov no later than April 1, 2024.

Submit this application, including the cover sheet and requested attachments, to dnrtltprogram@dnr.wa.gov by 5pm on September 30, 2023. Make sure the application is signed by both the applicant and the primary contact at the receiving agency. The primary contact does not have to be the same person who signs the receiving agency letter of intent.

Please do not send attachments that are not specifically requested in this application, such as fact sheets, press releases, or other materials. These additional attachments will not be reviewed or provided to the advisory committee for use in scoring. Also, do not send photos. If your parcel is considered eligible for the TLT program, you will be asked to give a presentation to the advisory committee; photos can be included in your presentation.

For more information on the TLT program and instructions for filling out this application, visit www.dnr.wa.gov/managed-lands/land-transactions/trust-land-transfer.

Part A: Parcel, Applicant, and Receiving Agency Names

Date: 9/29/2023

Name of parcel: Elwha Watershed Protection Project

Applicant name: Nathan A. West

Name of receiving agency: City of Port Angeles

Name of primary contact at receiving agency: Nathan West

Part B: Parcel Information

Parcel Location and Zoning

If the entire parcel is in one county, fill out the top three lines only. If the parcel crosses county boundaries, provide information for the portion of the parcel that is located in each county.

County in which parcel is located: Clallam

Township, range, and section: See Attachment A

Current zoning: RCC3 and RCC5

County in which parcel is located:

Township, range, and section:

Current zoning:

County in which parcel is located:

Township, range, and section:

Current zoning:

Total, estimated number of acres in proposed parcel: 3089

Does this parcel include State Forestlands? ☑ Yes ☐ No

If yes, approximately how many acres of State Forestlands does this parcel include?

Parcels that are worth $15 million or more, or have 4,500 or more total acres require a pre-nomination meeting with DNR and the receiving agency before July 1, 2023.

If your parcel meets this criteria, indicate the date on which the meeting occurred:

DNR strongly recommends a pre-nomination meeting with DNR and the receiving agency for parcels that include 1,000 acres or more of State Forestlands, regardless of the parcel's total size or value. The meeting should take place before July 1, 2023.

If your parcel meets this criteria, did you attend a pre-nomination meeting? ☐ Yes ☑ No

Date on which the meeting occurred: N/A

Parcel Description

Describe the topography. For example, is the parcel flat, hilly, or mountainous?

Terrain in the Elwha watershed can best be described as hilly. Elevations in the parcels range from sea level to just under 800 feet. The relatively subtle variations in topography reflect the geologic history of the watershed, with uplift of the Olympic mountains later smoothed and shaped by glaciers and the constant, eroding processes of the Elwha River and its tributaries, Indian Creek and Little River.

What is the dominate vegetation type (for example, forested, grassland, shrub-steppe)? If forested, is the entire parcel forested or does the parcel have a mix of forest and open areas?

The dominant vegetation type in the Elwha watershed are dry Douglas-fir dominated forests which are unique to the rainshadow climate found only on this part of the North Olympic Peninsula. Within this dry climate zone, the forests respond to micro-climates and variations in topography. Mesic sites with higher soil moisture or fog can feature a high cover of western red cedar with associated moist site indicator understories of sword fern and salmonberry. Drier sites host madrone, ocean spray and baldhip rose. Elwha watershed uniquely features balds hosting less common meadow species.

Are there barns, boat launches, public restrooms, or other facilities on the parcel? If yes, describe. If the parcel has been leased for agriculture or other uses, describe any improvements the leaseholder has made, if known.

These parcels feature public trails including the Olympic Adventure Route of the Olympic Discovery Trail. Numerous other important community trails are located on these properties. There are no other noteworthy facilities on these parcels.

Describe any unique physical features of the parcel, such as local landmarks or water bodies.

The most unique feature of the parcels is the floodplain of the Elwha River, and its important tributaries Little River and Indian Creek. The parcels are adjacent to or include parts of these waterbodies and associated floodplains.

Due to the history of forest management, the parcels include a mix of forest stand ages and conditions, ranging from 100+ year old naturally regenerated forests with complex canopy structure, to very recent clearcuts.

Part C: Prioritization Criteria

In the following section, address four of the five prioritization criteria that the advisory committee will use to prioritize the parcels for transfer[1]. Answer all questions succinctly. Refer to the prioritization criteria summary for information on how each criterion is scored.

This application does not include Criterion Five, tribal support. DNR and the receiving agency together will conduct tribal outreach and provide a summary of comments received to the advisory committee in a separate document.

DNR records and files are subject to the Public Records Act (RCW 52.46). In addition, DNR will post applications for eligible parcels on its website. Do not include any confidential or sensitive information in your application that cannot be made public. For example, do not provide specific location information for rare or unique plants or specific descriptions and location information for archaeological sites, artifacts, or other sensitive cultural resources.

To protect personal contact information such as email addresses and phone numbers, the cover sheet on this application will be removed before the application is posted.

➢ *Criteria One: Community Involvement and Support*

This criterion gauges the level of community involvement and support for transfer of the proposed parcel. This criterion does not address tribal support. As noted above, tribal support is assessed through a separate process.

When scoring your parcel for this criterion, the advisory committee will consider letters of support from local citizens, local organizations, local elected officials, interest groups, volunteers, public agencies, and others, in addition to the information in your application. These letters are optional but encouraged. You may provide these letters to DNR with your application, or send them to DNR separately from your application package by April 1, 2024.

1 Some deed restrictions will be placed upon the parcel when it is transferred. Restrictions may include mineral reservations (RCW 79.11.210), ability to purchase road access (RCW 79.36.370), specific easement reservations to protect remaining state trust lands, and/or restrictions on future, permitted uses of the property for the grantee (receiving agency) and their successors (in the event the parcel is conveyed to a new owner, or the receiving agency changes their name). Use restrictions will be based on the specific legislation that authorizes and funds the transfer. DNR also may consider a DNR proprietary use and management restriction on the parcel associated with DNR's *State Trust Lands Habitat Conservation Plan* (HCP). DNR will consult the intended TLT recipient on any proposed, proprietary HCP encumbrance language prior to the transfer.

Has the community been provided an opportunity to learn about the proposed transfer and share their thoughts? If yes, describe efforts made to engage with the community.

Yes. Community awareness and concerns about logging in the Elwha River Watershed date back to the "Aldwell" timber sale. The community has expressed significant concerns about logging on state land in the Elwha River Watershed and has supported the proposed transfer of the land as a solution. Local residents active with the Elwha Legacy Forests coalition held two educational forums at the Port Angeles library. Hundreds of flyers and informational materials have been distributed in public places, including farmers markets and the County fair. The Board of Clallam County Commissioners held a work session discussing revitalization of the trust land transfer program, and in that forum numerous community members have expressed their support for trust land transfer as a revenue replacement option to protect lands in the Elwha River Watershed. On September 19, 2023, the Port Angeles City Council discussed the proposed transfer and voted unanimously to direct the City to submit this application pertaining to lands in the Elwha River Watershed.

Describe the level of involvement and support from the community for the transfer, including local citizens, local organizations, local elected officials, interest groups, volunteers, public agencies, and others.

The City of Port Angeles has received a substantial number of complaints and concerns regarding the protection of these State forest lands. No less than 228 emails have been received by Council and staff. City Council has taken action on multiple occasions to protect and support the integrity of the Elwha Watershed. These actions have included proclamations, letters, direction to staff and support of local organizations working towards the same results. City Council has held Open Public Meetings where discussion of protecting these portions of our watershed have been included. Those meetings took place on October 18, 2022, September 20, 2022, April 4, 2023, May 16, 2023, September 5, 2023 and September 15, 2023. City representatives have attended multiple Board of Natural Resource meetings, and County Commission meetings providing testimony on the protection of these watershed lands.

A broad group of residents, organizations and state and local lawmakers have voiced their support for protecting forests in the Elwha River Watershed. Nearly 2,500 people have sent letters seeking cancellation of the Power Plant timber sale.

Explain any known opposition to the transfer and any efforts to mitigate or address this opposition. Provide an explanation of why the transfer should move forward despite any community opposition.

There is no known opposition to the transfer. Emails directed to City Council have been for the protection of this forestland and watershed rather than against. Of the 228 emails referenced in the above question only one was in opposition to the Council's position. While some concerns may arise from junior taxing districts, most of those districts depend on the long term protection of the Elwha River water supply for their viability.

Describe any outreach efforts specifically to overburdened communities, underserved populations, or vulnerable populations, and summarize any feedback received from these groups.

The City of Port Angeles is largely made up of a population that can be classified within Federal guidelines as one that is an overburdened community that is also underserved and vulnerable population as this community is heavily reliant on our tourism industry as a major economic driver. The tourism sector of the community economic survivability is largely dependent on the responsible use of an ever vulnerable reliable water supply.
Specific outreach activities have centered around the discussions at City Council meeting forums and discussions, local housing community events and at forums for residents and staff to discuss water concerns such as at the County Fair.
The community is well aware of the vulnerability of the city only having but a single source of drinking water through the Elwha River and our need to continually protect that precious resource especially in these times of post Elwha River Dam Removal. Additional reminders of the importance to protect the Elwha River watershed flows and the precarious conditions present with a single source of life sustaining water on our residents especially given the annual water conservation emergency directives that they receive when the flows of the Elwha River reach perilous levels during mid to late summer into the fall months of the year.

➢ *Criteria Two: Ecological Values*

Ecological values are the water, minerals, biota, and other factors that make up natural ecosystems and support native life forms. Examples of high ecological values include but are not limited to the following:

- Habitat for fish and wildlife species, including federal or state endangered, threatened, or sensitive species; and/or wide-ranging migratory species, especially winter range for these species.
- Opportunities to create larger blocks of high-quality habitat.

- Federal or state endangered, threatened, or sensitive plant species.
- Forests that meet the definition of old growth in DNR's *Policy for Sustainable Forests.*
- Other ecological traits that make this parcel significant on a global, regional, state, ecosystem, or watershed level.

Describe the specific ecological values of the proposed transfer. Include the ecological and biological quality of wildlife habitat and the habitat's role in supporting these species. If discussing endangered, threatened, or sensitive plant species, do not provide specific location information.

Forested parcels in the Elwha Watershed offer very high quality habitat due to the mix of forest age classes and forest types found within it, in particular the structurally complex older forest, with large diameter Douglas -fir and western red cedar trees. This whole area occurs within the rainshadow of the Olympic Mountains, resulting in unique forests which have adapted to the relatively dry climate conditions and occur only in this limited geographic area. The parcels offer high quality habitat for a broad mix of species, from amphibians to passerine birds. Importantly, these forests are contiguous with documented habitat for the endangered marbled murrelet. The forests in the Elwha Watershed, and especially these parcels adjacent to the Elwha River, play an important part in restoration of the watershed where over $360 million dollars has been spent to restore native fish populations including federally listed Bull Trout and Chinook. Intact forest structure is an essential component of a hydrologic cycle beneficial to fish retain and cool surface water,reduce sediment delivery to the Elwha and guard against low flows in the summer..
Older forests such as those included in these parcels provide the additional important ecological benefit of storing and sequestering atmospheric carbon. Maintaining intact forests as well as reducing road construction associated with logging prevents the carbon loss to the atmosphere from the logging, and maintains the impressive carbon capturing power older forests provide.

Lastly, these forests enhance the climate resilience to climate stressors, and reducing the risks of blowdown, wildlife, landslides and flooding.

Describe the proximity of this parcel to other conserved areas (public, private, or tribal). Will this transfer create larger blocks of quality habitat?

These parcels are adjacent to the Elwha Project Lands, areas conserved as part of the Elwha dam removal project. They link to the Olympic National Park, thus increasing the connectivity between less disturbed forest tracts south to north along the Elwha and creating and enhancing blocks of larger quality habitat used by many species including elk, deer, cougars and bears.

These parcels are in close proximity to the Lower Elwha Klallam Tribe Creation site a location that is highly important to the Tribe's culture and history.

Describe the stewardship or management practices of the receiving agency to perpetuate the ecological values of the parcel. For example, does the agency have the ability to manage, monitor, and protect these values once the parcel is transferred? How would the parcel fit within long-term management plans?

The City of Port Angeles is a full-service city providing residents with a staff who routinely professionally practice in the areas of land management stewardship, Civil and Environmental Engineering and one with a fully staffed fulltime employee Fire Department. The City is well positioned to protect the ecological values of this parcel as a protective armor watershed especially given that it is a key sustainability component for the viability of our community. Protection of the Elwha River watershed is a major component of our Water Management Plan and is embraced in the mission and values expressed in our Climate Resiliency Plan. Management of this parcel is in the long term interest of the city and as such will be an important component of our long-term management plan.

➢ Criteria Three: Economic Values

This criterion addresses the potential positive or negative economic impact of the proposed transfer on local economic industries and the extent of those impacts. Examples of economic industries include but are not limited to the following:

- Local recreation
- Local tourism
- Forest products
- Non-forest products
- Local public services
- Shellfish
- Agriculture

In your answer, do not address the impacts to local industries of ceasing DNR's trust management activities on the parcel, now or in the future. Examples of these activities include timber harvest or leases for agriculture, grazing, or other uses. If a parcel is being nominated for this program, chances are that few, if any, of these activities are occurring on the parcel now, and the potential for these activities occurring in the future is low. DNR assesses this potential in detail when it conducts the "best interests of the trusts" analysis.

Instead, address the potential economic implications (positive or negative) of the parcel becoming a park, open space, nature preserve, or similar designation. For example, will the transfer:

- Attract more visitors to the area, who will spend money with local businesses?
- Provide additional protection of water resources, which will protect a local fish or shellfish industry?
- Affect agriculture, timber harvest, grazing, or other revenue-generating activities currently occurring on adjacent or nearby private properties?

- Affect future development plans for the local area?
- Affect the delivery of public services, such as a water pipeline, transmission line, or other infrastructure?

Describe the positive economic values of this transfer.

The City of Port Angeles has 13 large employers that produce in excess of 100 jobs each. All of these employers rely heavily on a consistent and dependable water supply. For most, their business model would not succeed without potable and industrial water. Therefore our jobs and local businesses that depend on the Elwha water supply are critical to maintaining our limited economic base. Port Angeles is also the economic center of the Olympic Peninsula with well over 400 businesses that rely on adequate fire flow via City services and the Elwha River. By protecting all of the subject parcels and ultimately the watershed the jobs of hundreds of businesses will be retained. Port Angeles sees over 3 million tourists annually and our tourism sector is a major driver in the local economy. The subject parcels host critical segements of the Olympic Discover Trail Adventure system which host numerous events annually. These events generate overnight stays and service industry activity that sustains the area economy. Protecting these properties helps maintain the environmental quality that enables the Olympic Peninsula to be a tourist destination. For visitors and locals the parcels maintain accessible cover of salal, ferns, mosses and berries harvested for sale for flower arrangement and holiday decorations. The parcels identified have limited economic viability from irregular timber harvest due to encumbrances and the need to protect their many unique environmental characteristics.

Describe the negative economic values of this transfer, and any potential strategies for mitigating those impacts.

There may be some short-term timber revenue loss to junior taxing districts and temporary or short-term loss of jobs. Strategies for the transfer will include working with local taxing districts and state legislators to mitigate impacts until replaced timer lands are acquired.

➢ Criteria Four: Public Benefits

A public benefit is something that has a positive effect on the general public or one or more groups of people. Examples of public benefits include but are not limited to the following:

- Park, open space, nature preserve, or similar designation
- Opportunities for resource-based recreation that are scarce or unavailable in the local area
- ADA-accessible recreation opportunities
- Distinctive scenic or aesthetic features
- Documented archeological, non-tribal cultural, or historically significant sites (Indicate if these features are present but do not describe them or indicate where on the parcel they are located)
- Scientific research opportunities and outdoor education opportunities

Describe the current public benefits provided by the parcel. Including any existing recreational uses.

The public benefits provided by these parcels include recreational and ecosystem services.
Access to conserved lands, trails, and parks is crucial to quality of life. Research shows that conservation and open spaces promote our well-being and improves both both physical and mental health. Recreational use of this parcel includes birding, hiking, walking, trail running, mountain biking, gravel biking, climbing, horseback riding, trail and trials motorcycle use. These activities occur not only on or near the Olympic Adventure Route, but also through networks of informal trails spread throughout the parcels.
We do not have any adequate mechanism to economically calculate the many and valuable public benefits provided by the ecosystem services these parcels provide. Mature forest canopy and associated soils improve water quality by capturing precipitation, filtering surface pollutants, and slowing runoff, tehrefore keeping surface water cool and maintaining in-stream summer flows. Further, forests remove air pollutants that endanger human health and damage structures.
These mature forests provide the public benefit of mitigating the effects of climate change.
Public benefit related to City of Port Angeles water supply.

Describe the public benefits that would result from the transfer. For example, transferring this parcel could expand existing public recreational access to the parcel, or provide new access.

The main public benefit is to further bolster the security of the City and County water supply. Short-term job loss associated with a decrease in logging activities in the transferred parcels, is mitigated by the local economic benefits of a more secure water supply, enhanced recreation and tourism, and increased job opportunities in ecological forest management. The transfer also will further opportunities that promote non-timber forest practices such as: harvesting berries, salal etc. The City would further highlight the high value of ecosystem services already identified in the DNR report entitled Trust Lands Performance Assessment Project: Charting a Course for the Future (https://www.dnr.wa.gov/publications/em_tlpa_lege_report_complete.pdf). This report illustrates an annual value of ecosystem services in the amount of $990 million and the social cost of carbon of forested areas as $16.56 billion.

Identify the communities that would be served by the parcel, including any overburdened community, underserved population, or vulnerable population that might receive direct public benefits from this transfer.

The City of Port Angeles, Clallam County residents will be directly served by the protection of these parcels. The City transmits water to the Clallam Public Utility District beyond City boundaries serving over 30% of the County's population. Dry Creek Water and the Lower Elwha Klallam Tribe also rely heavily on the Elwha River for water. Port Angeles has long been an economically disadvantaged community with income levels far below the State average. Our local underserved populations will continue to benefit from the non-forest timber products accessible throughout these parcels.

Describe how the proximity of the proposed transfer to these communities may increase the benefits you describe.

Local access to recreational opportunities and non-forest timber products will be retained. The proximity to Port Angeles and other underserved communities enables easy access for local needs.

Cite any publicly reviewed or adopted plans that support the need for the public benefits identified. Provide a link to these plans if available.

https://www.cityofpa.us/DocumentCenter/View/5994/Water-System-Plan-2018?bidId= Water System Management Plan

https://www.cityofpa.us/DocumentCenter/View/11771/2022-Climate-Resiliency-Plan---Final Climate Resiliency Plan.

https://www.cityofpa.us/937/Comprehensive-Plan

Part D: Receiving Agency

How will the receiving agency manage this parcel? Will the parcel be managed as a park, open space, nature preserve, or similar designation? Include information on how you will preserve the parcel's ecological values and public benefits. If the parcel is forested, describe plans (if any) to maintain or improve forest health and reduce wildfire risk.

The City of Port Angeles will manage these parcels as open space. Recreational access will be maintained. Where needed to to improve forest health and reduce wildfire risk, the City may elect to develop forest management plans under which ecological forest methods including selective forest thinning might be applied.

Is there a comprehensive or landscape management plan that would apply to this parcel once it is transferred? If yes, include a hyperlink to the plan, if available.

See plans mentioned above most specifically the Water Systems Management Plan and Climate Resiliency Plans. Additional plans will be developed as necessary upon transfer.

https://www.cityofpa.us/DocumentCenter/View/5994/Water-System-Plan-2018?bidId= Water System Management Plan

https://www.cityofpa.us/DocumentCenter/View/11771/2022-Climate-Resiliency-Plan---Final Climate Resiliency Plan

Has the acquisition of this parcel been identified in planning documents as a priority? If yes, briefly explain why.

The acquisitions of these specific parcels have not been called out in planning documents, however, the motives for the transfer are incorporated throughout City policy documents with the message being protect the City's water supply. As noted in prior responses multiple Council actions have also recently been taken which effectively act as City policy. Most notable is the City Council action at the September 19th meeting where Council considered and approved the TLT approach and authorized the submission of the application.

How will the receiving agency fund the management of this parcel?

The City of Port Angeles works with numerous non-profit partners that assist with maintaining public properties and facilities. The City also has over 250 employees. Protection of the Elwha River watershed is a key component of our Water Management Plan and is embraced in the mission and values expressed in our Climate Resiliency Plan. Management of this parcel is in the long term interest of the city and as such will be an important component of our long-term management plan.

Part E: Summary Statement

In 300 words or fewer, summarize why you think this parcel is a good candidate for the TLT program.

The parcels identified are critical contributors to the Elwha River water supply and therefore impact a large portion of the Clallam County water supply for residents and businesses alike. Department of Natural Resources (DNR) standard practices for these properties lack the protection necessary to ensure the timberlands within these parcels protect critical watershed infiltration. Even with DNR standard practices timber harvest should not occur on slopes equal to or greater than 35%. Calculations for slopes equal to or greater than 35% within the proposed TLT area is 1,498 acres. The forests within these parcels act as an infiltration bank that maintain healthy flows of tributaries and groundwater into the Elwha River. A transfer to the City will ensure the the protection of the watershed is at the forefront of parcel planning and management.

Part F: Signatures

➢ *Applicant*

The information I have provided is true to the best of my knowledge.

Nathan A. West

Signature

09/29/2023

Date

City Manager

Job Title (if any)

City of Port Angeles

Professional affiliation (if any)

➢ *Receiving Agency**

*If the receiving agency is acting as the applicant, check this box and leave rest of this section blank. ☑

I have reviewed this application and the information is true to the best of my knowledge.

Signature

Date

Job Title

Professional affiliation (if any)

Part G: Glossary

Old-growth forest: Per DNR's *Policy for Sustainable Forests*, forest stands of at least 5 acres that are in the most structurally complex stage of stand development, sometimes referred to as the fully functional stage of stand development, with a natural origin date prior to 1850, generally considered the start of European settlement in the Pacific Northwest. Examples of structural complexity include multiple canopy layers, snags, gaps in the forest canopy, and fallen trees on the forest floor.

Overburdened community: A geographic area where vulnerable populations face combined, multiple environmental harms and health impacts, and includes, but is not limited to, highly impacted communities as defined in RCW 19.405.020 (ESSSB 5141 Sec. 2 (11)). "Highly impacted community" means a community designated by the department of health based on cumulative impact analyses in RCW 19.405.140 or a community located in census tracts that are fully or partially in "Indian country" as defined in 18 U.S.C. Sec. 1151.

Resource-based outdoor recreation: Outdoor recreation that is dependent on a particular element or combination of elements in the natural and cultural environments that cannot be easily duplicated by humans. Examples include but are not limited to trail use, camping, boating, swimming, picnicking, and nature study.

Underserved populations: Populations who face barriers in accessing victim services, and includes populations underserved because of geographic location or religion, underserved racial or ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age) and any other population determined to be underserved by the Attorney General or the Secretary of Health and Human Services, as appropriate (34 USC § 12291(a)(39)).

Vulnerable populations: Population groups that are more likely to be at higher risk for poor health outcomes in response to environmental harms (ESSSB 5141 Sec. 2 (14)). "Vulnerable populations" includes, but is not limited to: (i) Racial or ethnic minorities; 11 (ii) Low-income populations; 12 13 (iii) Populations disproportionately impacted by environmental harms; and 14 15 (iv) Populations of workers experiencing environmental harms.

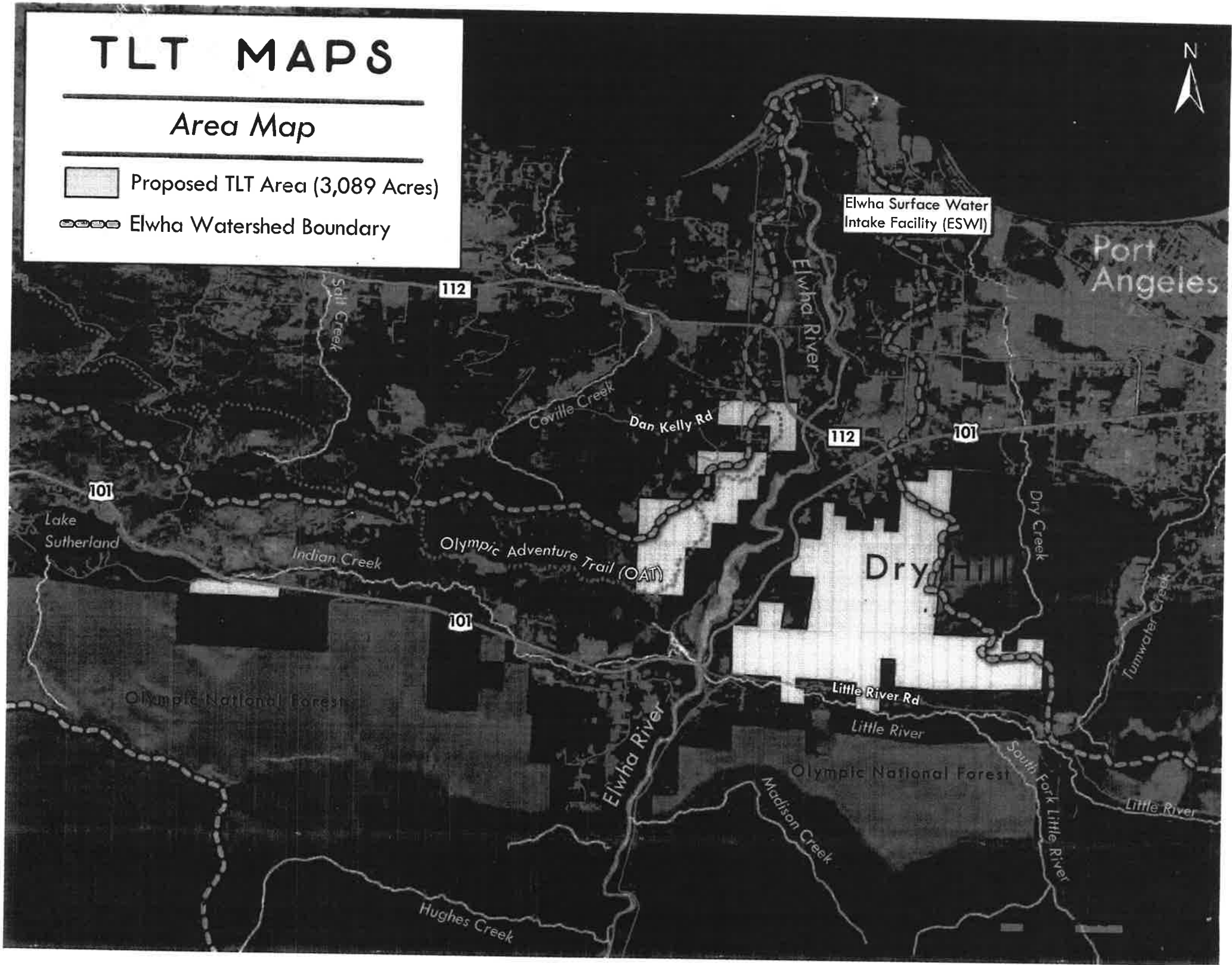
Name	DNR Parcel Sys	DNR Parcel Acres	Section	Zoning	Trust
Parched	5621	31	T30 R6W s23	RCC3 and/or RCC5	State Board Transfer
Parched	5622	21	T30 R6W s23	RCC3 and/or RCC5	State Board Transfer
Parched	5624	44	T30 R6W s23	RCC3 and/or RCC5	Common Schools and Indemnity
Parched	16442	42	T30 R6W s23	RCC3 and/or RCC5	Common Schools and Indemnity
Parched	5620	279	T30 R6W s23	RCC3 and/or RCC5	State Board Transfer
Parched.	5623	21	T30 R6W s23	RCC3 and/or RCC5	State Board Transfer
Parched	16441	227	T30 R6W s23	RCC3 and/or RCC5	Common Schools and Indemnity
Parched Total		**665**			

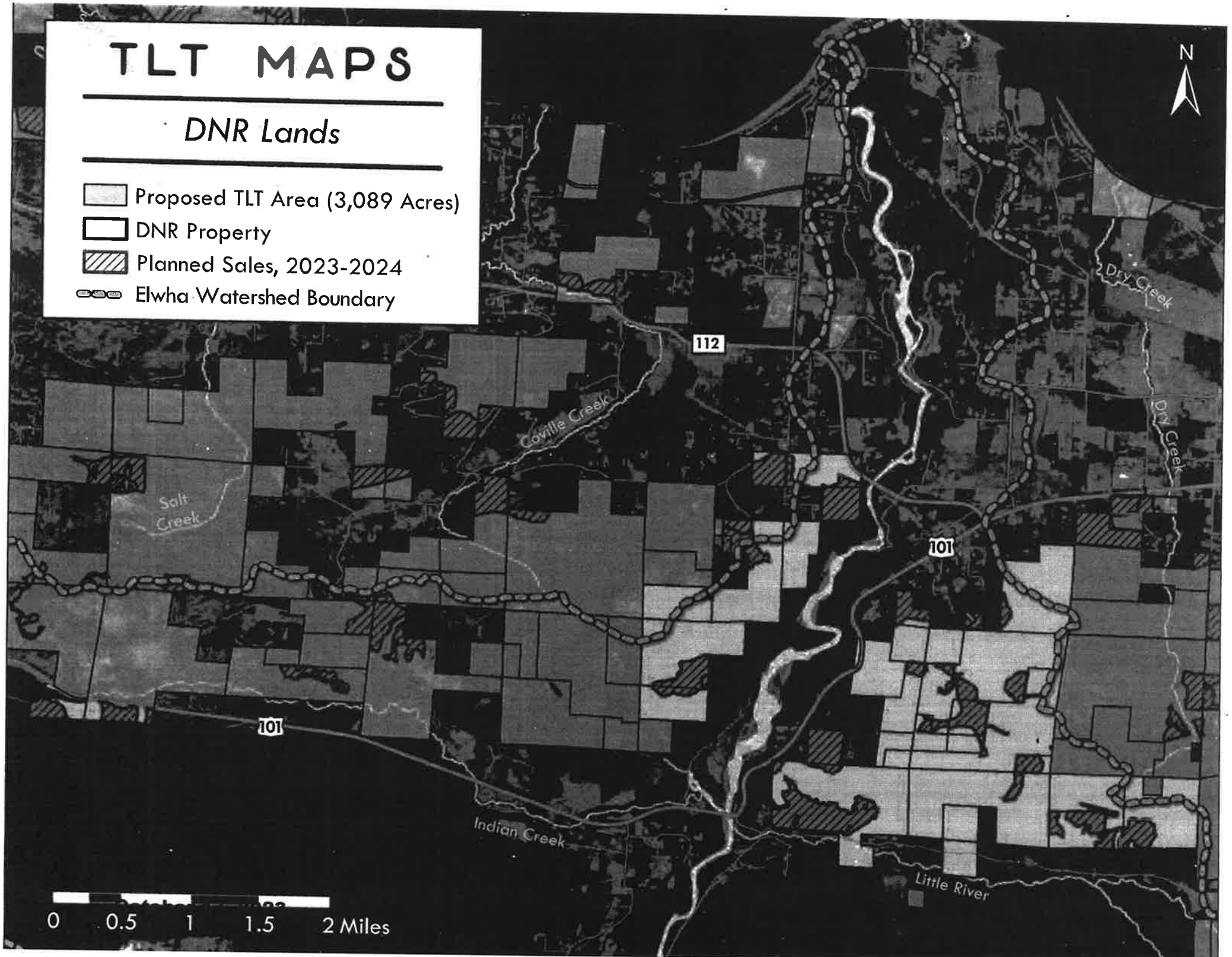
Elwha West	5594	40	T30 N R7W s9	RCC3 and/or RCC5	
Elwha West	5600	45	T30 N R7W s10	RCC3 and/or RCC5	
Elwha West	5595	86	T30 N R7W s10	RCC3 and/or RCC5	
Elwha West	5602	181	T30 N R7W s16	RCC3 and/or RCC5	
Elwha West	5603	5	T30 N R7W s16	RCC3 and/or RCC5	
Elwha West	5601	72	T30 N R7W s15	RCC3 and/or RCC5	
Elwha West	5605	80	T30 N R7W s16	RCC3 and/or RCC5	
Elwha West	5615	194	T30 N R7W s21	RCC3 and/or RCC5	
Elwha West	11643	78	T30 N R7W s21	RCC3 and/or RCC5	
Elwha West		**781**			

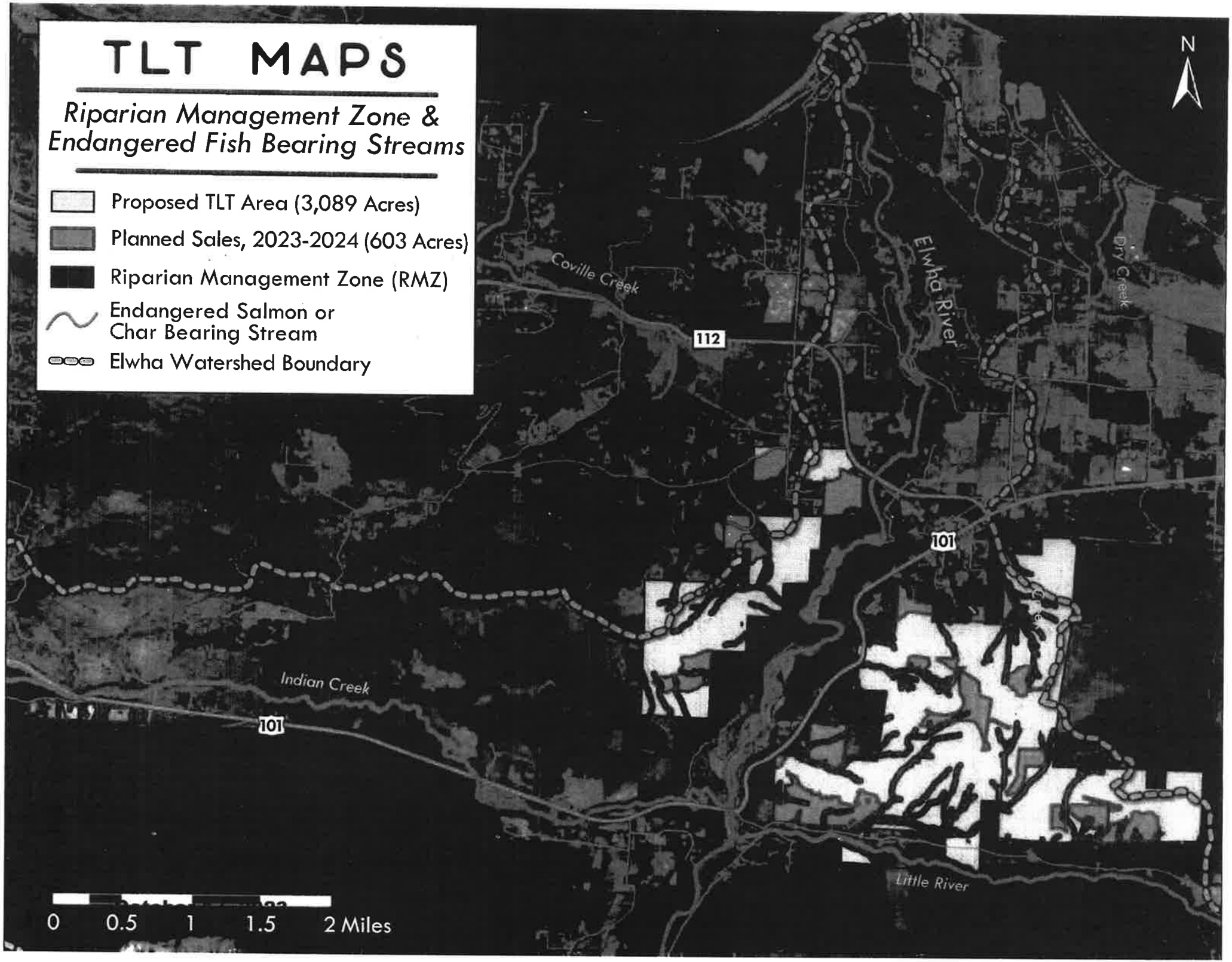
Elwha East	5597	189	T30 N R7W s14	RCC3 and/or RCC5	
Elwha East	5598	10	T30 N R7W s14	RCC3 and/or RCC5	
Elwha East	5599	31	T30 N R7W s15	RCC3 and/or RCC5	
Elwha East	5617	42	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	5618	105	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	5619	15	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	5626	252	T30 N R7W s25	RCC3 and/or RCC5	
Elwha East	5629	346	T30 N R7W s29	RCC3 and/or RCC5	
Elwha East	5627	42	T30 N R7W s26	RCC3 and/or RCC5	
Elwha East	116393	41	T30 N R7W s26	RCC3 and/or RCC5	
Elwha East	116427	26	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	116428	4	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	116429	78	T30 N R7W s22	RCC3 and/or RCC5	
Elwha East	116434	277	T30 N R7W s26	RCC3 and/or RCC5	
Elwha East	116435	106	T30 N R7W s25	RCC3 and/or RCC5	
Elwha East Total		**1564**			

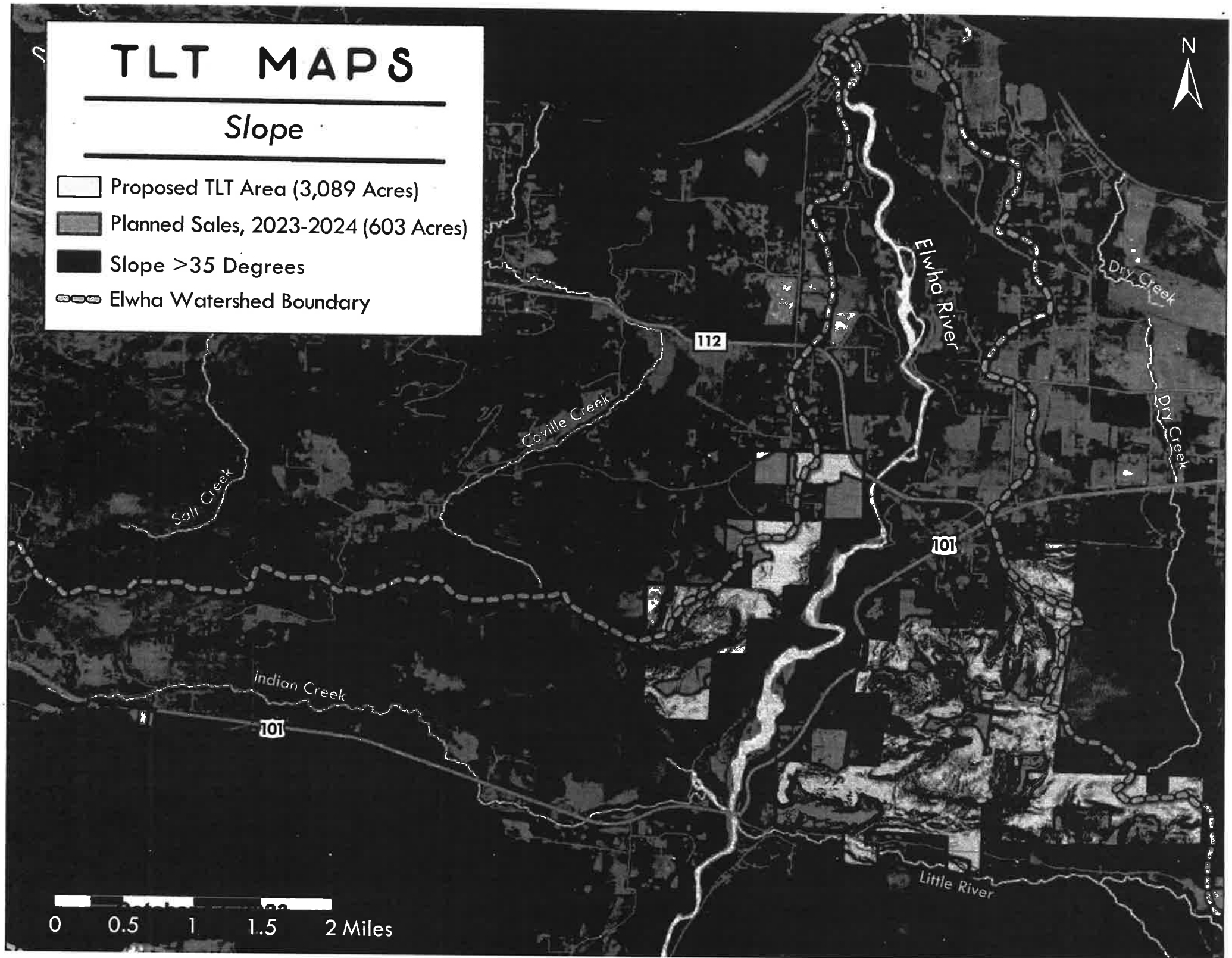
Indian Creek	5669	37	T30 N R8W s22	RCC3 and/or RCC5
Indian Creek	5671	42	T30 N R8W s23	RCC3 and/or RCC5
Indian Creek Total		**79**		

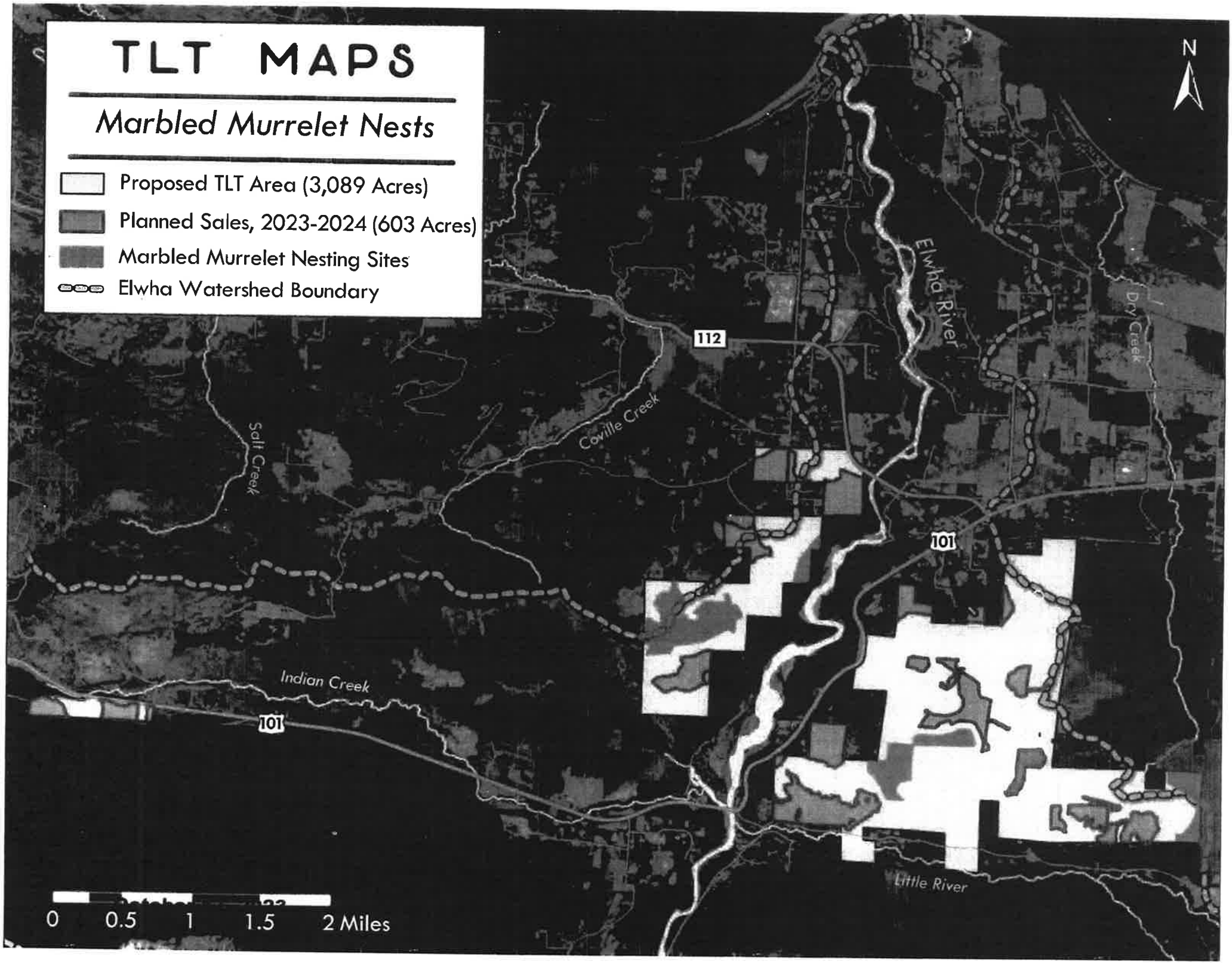
Elwha Watershed Protection Project Acreage Total **3089**

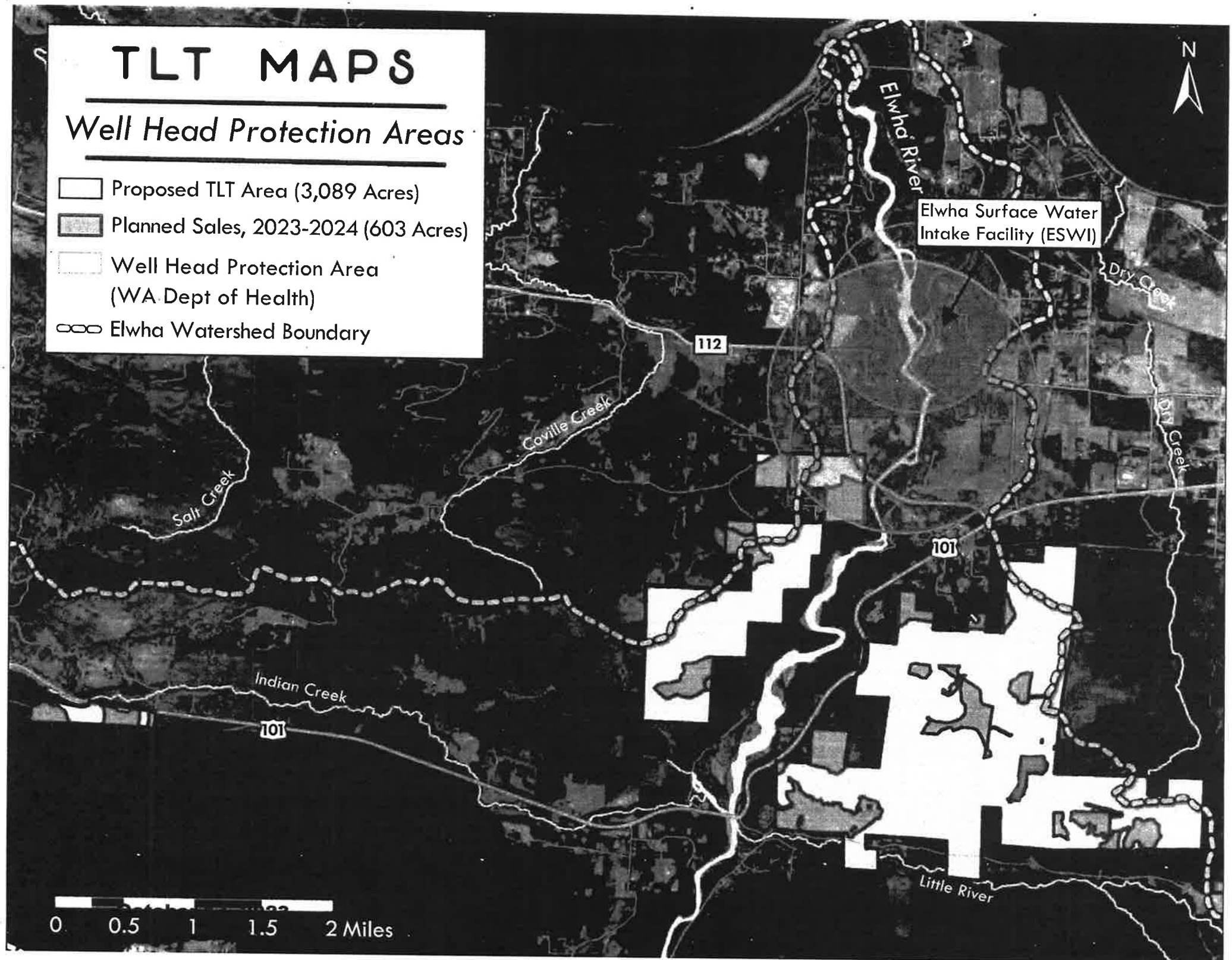

TLT MAPS
Area Map
Proposed TLT Area (3,089 Acres)
Elwha Watershed Boundary
N
Elwha Surface Water Intake Facility (ESWI)
Port Angeles
Elwha River
Salt Creek
112
Coville Creek
Dan Kelly Rd
112
101
101
Dry Creek
Lake Sutherland
Indian Creek
Olympic Adventure Trail (OAT)
Dry Hill
101
Tumwater Creek
Little River Rd
Olympic National Forest
Elwha River
Little River
South Fork Little River
Olympic National Forest
Madison Creek
Little River
Hughes Creek


TLT MAPS
DNR Lands
Proposed TLT Area (3,089 Acres)
DNR Property
Planned Sales, 2023-2024
Elwha Watershed Boundary
N
112
101
101
Coville Creek
Salt Creek
Dry Creek
Dry Creek
Indian Creek
Little River
0 0.5 1 1.5 2 Miles


TLT MAPS
Riparian Management Zone & Endangered Fish Bearing Streams
Proposed TLT Area (3,089 Acres)
Planned Sales, 2023-2024 (603 Acres)
Riparian Management Zone (RMZ)
Endangered Salmon or Char Bearing Stream
Elwha Watershed Boundary
N
Coville Creek
112
Elwha River
Dry Creek
101
Indian Creek
101
Little River
0 0.5 1 1.5 2 Miles


TLT MAPS
Slope
Proposed TLT Area (3,089 Acres)
Planned Sales, 2023-2024 (603 Acres)
Slope >35 Degrees
Elwha Watershed Boundary
N
Elwha River
Dry Creek
Dry Creek
112
Coville Creek
Salt Creek
101
Indian Creek
101
Little River
0
0.5
1
1.5
2 Miles


TLT MAPS
Marbled Murrelet Nests
Proposed TLT Area (3,089 Acres)
Planned Sales, 2023-2024 (603 Acres)
Marbled Murrelet Nesting Sites
Elwha Watershed Boundary
N
112
Elwha River
Dry Creek
Coville Creek
Salt Creek
101
Indian Creek
101
Little River
0 0.5 1 1.5 2 Miles


TLT MAPS
Well Head Protection Areas
Proposed TLT Area (3,089 Acres)
Planned Sales, 2023-2024 (603 Acres)
Well Head Protection Area (WA Dept of Health)
Elwha Watershed Boundary
N
Elwha River
Elwha Surface Water Intake Facility (ESWI)
Dry Creek
112
Coville Creek
Salt Creek
101
Indian Creek
101
Little River
0 0.5 1 1.5 2 Miles

CITY OF PORT ANGELES
CITY MANAGER
PORT ANGELES
WASHINGTON, U.S.
321 East Fifth Street
Port Angeles, WA 98362

September 29, 2023

Robin Hammill
TLT Program Manager
MS 47014
Olympia, WA 98504

Re: Letter of Intent - Nomination of a Parcel of State Trust Lands for the Trust Land Transfer (TLT) Program

Dear Robin Hammill,

The City of Port Angeles hereby presents the Trust Lands Transfer Program Application for the Elwha Watershed Protection Project. As required by the application, the intent of this letter is to verify the City Council of the City of Port Angeles through Council action taken on September 19, 2023, directed the City Manager to submit a Trust Land Transfer application to DNR no later than September 30, 2023 to protect the forest within the Elwha Watershed. Additionally, Council's motion stated the City should also continue to pursue options for Department of Natural Resources to use these properties for but not limited to carbon sequestration, other legislative fixes that address watershed protection, additional ownership options and potential property management solutions. Furthermore, this letter is intended to communicate that I, City Manager Nathan West, is authorized as the individual with the authority to accept the transferred parcel on behalf of the City.

The City will continue to oppose the State logging in the Elwha River Watershed, until such time that we can proactively and collectively discuss a long-term plan for harvests that protects the river and our community's water supply. As we have shared previously, the Elwha River is the water source which serves our entire community and over 25% of the county-wide drinking water.

We believe this issue is relevant to all citizens within the city and county as our residents and employers rely heavily on an ongoing and adequate water supply. Thank you in advance for your review and consideration of this important application.

Sincerely,

Nathan A. West
City Manager
City of Port Angeles

Legislative Building

Washington State Legislature

Olympia, WA 98504-0600

September 26, 2023

Robin Hammill
Department of Natural Resources
Trust Land Transfer Program Manager

Re: City of Port Angeles' TLT Application – Elwha River Watershed

Dear Ms. Hammill:

I am writing to express my support for the City of Port Angeles' nomination of parcels within the Elwha River Watershed for the trust land transfer program in the 2025-27 biennium.

The City of Port Angeles is an underserved rural community that relies on the Elwha River as its sole source of drinking and industrial water. Port Angeles City management and Council has expressed valid concerns that logging in the Elwha Watershed compromises efforts to restore endangered salmon habitat; threatens other endangered and recovering species; destroys essential carbon sinks; and threatens the City's sole drinking water source.

The iconic Elwha River is important to all Washingtonians and remains the largest completed dam removal project in U.S. history. The federal government spent $327 million in Elwha River restoration post-dam removal. Transferring these forests out of the trust so that they are no longer subject to industrial logging compliments the larger scale restoration efforts and is an essential step toward restoring the ecosystem, preserving cultural areas of importance, protecting designated marbled murrelet areas, and securing vital sole source water supply for over 30,000 people. It also presents a significant economic opportunity to secure better suited timber for harvest away from environmentally sensitive areas found in the Elwha Watershed.

Sincerely,

M.C. Chapman

Representative Mike Chapman
24th Legislative District

Protect Forests in the Elwha Watershed

WHEREAS the Elwha River Watershed is in a state of recovery after the removal of two dams, and the water quality and quantity of the Elwha River are essential for the health of both salmon species and the people of Clallam County; and

WHEREAS the Forest lands in the Elwha River Watershed play a critical role in mitigating climate change by absorbing and sequestering carbon dioxide; and

WHEREAS the Washington Department of Natural Resources (DNR), led by Commissioner of Public Lands Hilary Franz, continues to propose logging of older forests in the Elwha River Watershed, including forests within the proximity of the river itself, known by the sales names "Power Plant" and "TCB23"; and

WHEREAS the harvesting of timber of said forest will compromise efforts to restore salmon habitat, affect other recovering species, destroy important essential carbon sinks, threaten the sole drinking water source for the City of Port Angeles and over 25% of Clallam County, and diminish recreational value to the community; and

WHEREAS our Legislative District Representative Mike Chapman has stood up for his constituents in opposition to the proposed timber harvests designated as TCB23, and Power Plant forests;

THEREFORE, BE IT RESOLVED that the 24th Legislative District Democrats call upon Hilary Franz, Public Lands Commissioner, to direct the Department of Natural Resources (DNR) to:

1. delay or cancel the timber sales known as TCB23 and Power Plant;

2. evaluate these important stands relative to the Elwha River Watershed and the protection of steep slopes located between these stands and the river; and

3. pause all timber sales on State lands in the Elwha River Watershed until there can be proactive and collective discussion of a long-term plan for harvests that protect the Elwha River; and

THEREFORE, BE IT FINALLY RESOLVED that copies of this resolution be sent to Commissioner of Public Lands, Hilary Franz; State Representatives Mike Chapman and Steve Tharinger; State Senator Kevin van de Wege; Clallam Board of County Commissioners; Port Angeles City Manager

Submitted by:
Ellen Menshew, Executive Board LD24 and Brian Grad, Resolutions Committee, Clallam County Democrats
Reviewed and approved by Resolutions Committee of the 24th LD Democrats, August 29, 2023
Adopted by the Members on September 13, 2023.

Bruce Cowan, Chair, mrbrucecowan@gmail.com 360-774-6678

RESOLUTION 23 - 02

Protect Forests in the Elwha Watershed

WHEREAS the Elwha River Watershed is in a state of recovery after the removal of two dams, and the water quality and quantity of the Elwha River are essential for the health of both salmon species and the people of Clallam County; and

WHEREAS the Forest lands in the Elwha River Watershed play a critical role in mitigating climate change by absorbing and sequestering carbon dioxide; and

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Submitted by:
Ellen Menshew, Executive Board LD24, menshewmom@gmail.com, (360) 477-5104
Brian Grad, Resolutions Committee, Clallam County Democrats, briansway51@gmail.com, (360) 620-4036

Adopted by the Membership of the Clallam County Democrats
September 9, 2023

Public Comment
Ed Bauer
10/17/23

October 17, 2023
City of Port Angeles Council Meeting Agenda

This meeting will be conducted as a hybrid meeting. In hybrid meetings, members of the public, Council members, and City staff have the option to attend the meeting in person, in Council chambers at City Hall located at 321 East 5th Street, Port Angeles, or remotely via telephone or video link.

The Mayor may determine the order of business for a particular City Council meeting. The agenda should be arranged to best serve the needs and/or convenience of the Council and the public. The Mayor will determine time of break. Hearing devices are available for those needing assistance. The items of business for regular Council meetings may include the following:

A. Call to Order – Special Meeting at 5:30 p.m. – *An Executive Session under RCW 42.30.110(1)(i) to discuss potential litigation with legal counsel.*

Call to Order – Regular Meeting at 6:00 p.m.

B. Roll Call, Pledge of Allegiance
Ceremonial Matters, Proclamations & Employee Recognitions

1. Arbor Day Proclamation

C. Public Comment

The City Council desires to allow the opportunity for Public Comment. However, the business of the City must proceed in an orderly and timely manner. Visit https://www.cityofpa.us/Live-Virtual-Meetings to learn how to participate during public comment and or watch the meeting live. Written public comments can be submitted to: council@cityofpa.us, comments will not be read aloud.

To provide pre-recorded messages to the City Council by phone, please call 360-417-4504. Messages received will be made a part of the final record. Comments should be received by 2:00 p.m. Tuesday, October 17, 2023.

For audio only please call: 1-844-992-4726
Webinar number: 2552 902 1149
Webinar password: MMr3Kupvw48 (66735878 from phones and video systems)
Once connected, press *3 to raise your virtual hand if you wish to make a comment or public testimony. You will be notified when it is your turn to speak.

Webex link: https://cityofpa.webex.com/cityofpa/j.php?MTID=mbed6e845d1af040662a48eeb07ea94d5
If you wish to speak during public comment or provide public testimony, use the "raise your hand" feature in Webex. You will be notified when it is your turn to speak. These access codes are good for the October 17, 2023 meeting only.

Members of the public may address the City Council at the beginning and end of any Regular Meeting under "Public Comment." During the "Public Comment" portion of the meeting, individuals may speak to agenda items, except those scheduled for a Public Hearing. The City Council desires to allow the opportunity for Public Comment. However, the business of the City must proceed in an orderly, timely manner. At any time, the presiding officer, in the presiding officer's sole discretion, may set such reasonable limits as are necessary to prevent disruption of other necessary business. At its most restrictive, Public Comment shall be limited to a total of 15 minutes for the first Public Comment period and shall be concluded not later than 9:45 for the second Public Comment period. Individuals may speak for three (3) minutes or less, depending on the number of people wishing to speak. If more than 20 people are signed up to speak each speaker may be allocated two (2) minutes.

Individuals who are residents of the City or own businesses within the City will be called to speak first, with preference given to those who wish to speak to an item on the meeting's agenda. If time remains, the presiding officer will call other individuals wishing to

speak, generally in the order in which they have signed in. If time is available, the presiding officer may call for additional unsigned speakers.
Persons speaking shall state their name, whether they reside within the City limits, whether they have any other pertinent connection to the City, and whether they are appearing as the representative of an organization. *Excerpts: Council Rules of Procedure Section 12*

D. Late Items

To be placed on this or future agendas, including any executive session needed during or at the end of the meeting.

E. Consent Agenda | *Approve*

1. City Council Minutes of September 19, 2023 / *Approve* E-1
2. Expenditure Report: *From September 23, 2023 and October 6, 2023 in the amount of $2,368,209.67 / Approve* E-5
3. Corporation Yard Assessment – Professional Services Agreement (PSA-2023-03) / *1) Award a Professional Services Agreement to KPFF Consulting Engineering in the not to exceed amount of $55,000.00 to perform a Corporation Yard Assessment and; 2) authorize the City Manager to sign all contract documents and to make minor modifications to the agreement as necessary.* E-22
4. 2023 Cla-Val Valve Maintenance Contract CON-2023-34 Award Contract / 1) *Award a contract to Prestige World Wide Technologies LLC for Cla-Val maintenance, contract CON-2023-34, for the total bid amount of $28,288.00, including taxes; and; 2) authorize the City Manager to sign and execute the contract and make minor modifications to the Agreement if necessary.* E-40
5. Washington Traffic Safety Commission Grant Award and Agreement / 1)*Accept the grant offered by WTSC in the amount of $15,000.00 for the purpose of coordinated high visibility enforcement and/or community outreach and; 2) authorize the City Manager to sign the required memorandum of understanding, to implement and approve all actions necessary to accomplish the purposes of the grant and;3) to make minor modifications to the contract if necessary.* E-41
6. Department of Commerce Climate Planning/Hazard Mitigation Grant / *1) Authorize City staff to submit a Climate Planning/Hazard Mitigation Grant Application to the Washington State Department of Commerce by the application deadline, 2) Direct City staff to draft an agreement with Clallam County and commit grant funding to support the preparation of an updated countywide Climate Planning/Hazard Mitigation Plan, and 3) Authorize staff to submit a letter of support signed by the Mayor to the Department of Commerce with the grant application submittal.* E-58

F. Public Hearings | *6:30 p.m. or Soon Thereafter*

1. Ordinance Adopting New Permit, Fire and Cemetery Fees, Updating the Fee Schedule, Creating Reporting Requirements and Revising Section 1.25.010 of the Port Angeles Municipal Code / *Continue the opened Public Hearing from October 17 / Close the Public Hearing / Conduct 2nd reading of the ordinance / Continue discussion of the ordinance to the November 8 meeting* F-1
2. Proposed Adjustments to the 2024 Utility Rates / *Open the Public Hearing / Close the Public Hearing / Pass the resolution adjusting rates in the Electric, Solid Waste and Stormwater utilities.* F-37
3. Public Hearing on the 2024 Budget Revenue Sources / *View presentation / Open the Public Hearing on 2024 Revenue Sources / Close the Public Hearing.* F-78

G. Ordinances Not Requiring Council Public Hearings

1. Resolution Authorizing the Redemption of the 2013 Water and Wastewater Revenue Refunding Bonds Prior to Maturity / *Pass Resolution* G-1

H. Resolutions Not Requiring Council Public Hearings ..... None

I. Other Considerations

1. Legislative Priorities / *Council discussion* I-1

J. Contracts & Purchasing

1. Data Backup Capacity Server Purchase / *Approve* J-1

K. Council Reports

L. Information

City Manager Reports:

1. Past Due Utility Accounts / *Information Only* L-1
2. Trust Land Transfer Application / *Information Only* L-2

M. Second Public Comment

Follow the instructions from the first public comment period.

Adjournment

PUBLIC HEARINGS

Public hearings are set by the City Council in order to meet legal requirements. City Council may set a public hearing in order to receive public input prior to making decisions which impact citizens. Certain matters may be controversial and City Council may choose to seek public opinion through the public hearing process.

CITY COUNCIL MEETING

Port Angeles, Washington
September 19, 2023
This meeting was conducted as a hybrid meeting.

CALL TO ORDER-REGULAR MEETING

Mayor Dexter called the regular meeting of the Port Angeles City Council to order at 6:00 p.m.

ROLL CALL

Members Present: Mayor Dexter, Deputy Mayor Meyer, Council members Carr, McCaughan, Miller, Schromen-Wawrin (attending virtually) and Suggs.

Members Absent: None.

Staff Present: City Manager West, Assistant City Manager Goings, Attorney Bloor, Acting Clerk Howell, C. Delikat, J. Viada, S. Carrizosa, J. McKeen, M. Healy, S. Cartmel and B. Braudrick.

PLEDGE OF ALLEGIANCE

Mayor Dexter led the Pledge of Allegiance to the Flag.

CEREMONIAL MATTERS, PROCLAMATIONS & EMPLOYEE RECOGNITIONS

1. Constitution Week Proclamation

Mayor Dexter read a proclamation recognizing September 17th-23rd as Constitution Week and encouraged all citizens to reflect on the freedoms, rights and responsibilities guaranteed to us through the Constitution.

2. Suicide Prevention Month Proclamation

Mayor Dexter spoke to lives lost to suicide in Port Angeles and then read a proclamation, recognizing September as National Suicide Prevention Month and presented the proclamation to Chief Executive Officer Wendy Sisk from North Olympic Healthcare Network. CEO Sisk spoke to suicide rates within Clallam County, the community members who struggle with mental health, and what the community can do to help.

PUBLIC COMMENT

Laurel Cripe, city resident, gave a handout to Council and spoke against short term rentals.

Steve Workman, city resident, spoke about housing challenges in Port Angeles and against short term rentals.

Port Angeles Senior Center Manager Carmen Geyer, city resident, spoke to the need for a new HVAC system for the Center.

Eric Edmiston, city resident, spoke about the issues at home involving a curtain drain near his residence on Golf Course Rd. He provided photos to council.

James Taylor, city resident, spoke against the Transportation Benefit District Tax Increase agenda item.

Mrs. Sweetman, stated she is a resident of King County but lives on Race Street, spoke against the Race Street development project and presented a photo to the Council.

OTHER CONSIDERATIONS

1. Olympic National Park Superintendent Sula Jacobs

Superintendent Sula Jacobs introduced Deputy Superintendent Kevin Killian and spoke to updates within Olympic National Park including the wildland fire where 4,000 acres were actively on fire. Council discussion followed.

2. HVAC Upgrade of City Facilities Presentation by Trane Technologies

Senior Account Executive Angie Estey from Trane Technologies along with Project Developer Greg Stinson spoke to the City facilities HVAC projects including a progress update. Council discussion followed.

The Mayor recessed the meeting for a break at 7:26 p.m. The meeting reconvened at 7:33 p.m.

3. GreenLink Port Angeles - Futurewise

Futurewise Water, Fish, and Wildlife Program Manager Susannah Spock and Herrera Environmental Consultants Engineer David Cortese presented Valley Creek Restoration Master Plan that includes partnering with GreenLink Advisory Committee, a daylight feasibility study, and next steps. Council discussion followed.

LATE ITEMS TO BE PLACED ON THIS OR FUTURE AGENDAS

City Manager Nathan West placed on the agenda, *Multi-Family Tax Exemption Contracts* as agenda item E-6.

At the request of Councilmember Suggs, Mayor Dexter added *DNR Trust Land Transport Application* as agenda item I-4.

CONSENT AGENDA

At the request of Councilmember Suggs, Mayor Dexter pulled agenda item E-3, *Harbor Clean- Up* because of a conflict of interest due to her place of employment.

Manager West provided additional information regarding the authorization needed for Multi Family Tax Exemptions.

It was moved by Carr and seconded by Miller to approve the Consent Agenda to include:

1. City Council Minutes of September 5, 2023
2. Expenditure Report: *From August 19, 2023 to September 8, 2023 in the amount of $4,743,726.67*
3. ITEM PULLED Harbor Cleanup
4. Vehicle Purchase/Replacement of Wastewater Division Pickup #4600 / *1) Rescind the September 5, 2023, motion that authorized purchase of a replacement of Vehicle #4600; 2) Accept the bid from Bud Clary Ford, to sell to the City a new Wastewater Division Service Truck for the amount of $58,241.51, including tax and accessories, 3) Authorize the City Manager to approve and execute an agreement to purchase a new Wastewater Division Service Truck using the bid supplied by Bud Clary Ford and authorize the City Manager to make minor modifications to the purchase contract if necessary; and 4) Authorize the City Manager to surplus vehicle #4600, and to dispose of that vehicle in a commercially reasonable manner upon addition of the new vehicle to the City fleet.*
5. Agreement with DebtBook for Software Services / *Authorize the City Manager to sign the agreement with DebtBook in an amount not to exceed $12,000.00 and to make minor modifications as necessary.*
6. LATE ITEM Multi Family Tax Exemption Contracts / *Authorize City Manager to approve contracts for Multi family tax exemptions in accordance with Chapter 17.46 PAMC and to sign, execute, and administer such contracts on behalf of the City.*

The Mayor asked if there was unanimous consent, hearing no opposition, the motion carried 7-0.

PULLED FROM CONSENT AGENDA: Harbor Cleanup

It was moved by Carr and seconded by Miller to approve the Consent Agenda to include:

Authorize the City Manager to approve, sign, and execute on behalf of the City the Information Sharing Agreement, and authorize the City Manager to take other actions as necessary and appropriate to effectuate the preservation of its documents and information sharing among the parties, including any future modification or termination of the agreement.

The Mayor asked if there was unanimous consent, hearing no opposition, the motion carried 6-0 with Councilmember Suggs recused from the vote.

ORDINANCES NOT REQUIRING COUNCIL PUBLIC HEARINGS

1. Transportation Benefit District Tax Increase Ordinance

Manager West provided background information on the agenda item, stating that by adopting the Transportation Benefit District Council will be utilizing and implementing an important tool provided by the State Legislature to support local transportation needs.

Mayor Dexter conducted the second reading of the ordinance by title, entitled,

ORDINANCE NO. 3721

AN ORDINANCE of the City of Port Angeles, Washington, imposing an additional sales and use tax of one-tenth of one percent within the boundaries of the Port Angeles Transportation Benefit District for the purpose of financing the costs associated with transportation improvements in the district.

Council discussion followed.

It was moved by Miller to adopt the ordinance as read. After Council discussion, Miller withdrew the motion because there was no second.

It was moved by Miller and seconded by Suggs to:
Direct staff to provide the necessary information to Department of Revenue for implementation of this tax effective January 1, 2024 and conduct the second reading of the ordinance authorizing the 0.1% increase to transportation Benefit Improvement sales tax and adopt the ordinance.
Motion carried 7-0.

2. Management, Administrative and Non-Represented Personnel Vacation Accrual Restructure

Human Resource Manager Abbigail Fountain spoke to the need to maintain parity with represented staff and incentivize succession planning and internal promotions. She indicated staff is proposing a restructure to the current Management, Administrative and Non-Represented personnel vacation accrual schedule. Council discussion followed.

Mayor Dexter conducted a first reading of the ordinance by title, entitled,

ORDINANCE NO. 3722

AN ORDINANCE of the City of Port Angeles, Washington, amending the Personnel Policy and Procedures Manual and repealing Ordinance 3471.

It was moved by Carr and seconded by Suggs to:
Wave the second reading and adopt the ordinance restructuring the Management, Administrative and Non-Represented vacation schedule and adding a vacation bank for overtime-exempt employees and authorize the City Manager to make minor modifications if necessary.
Motion carried 7-0.

OTHER CONSIDERATIONS CONTINUED

4. DNR Trust Land Transfer Application

Councilmember Suggs gave background on the item, stated the Elwha River is the City of Port Angeles' main water supply and said Council and City staff have sent letters to Department of Natural Resources (DNR) regarding Elwha watershed and timber harvest. Suggs spoke to the Trust Land Transfer program which is an application process through DNR that allows the transfer of land parcels. Suggs stated the application is due September 30. 2023. Council discussion followed.

It was moved by Suggs and seconded by Carr to:
Direct the City Manager to submit a Trust Land Transfer application to DNR no later than September 30, 2023 to protect the forest within the Elwha Watershed. The city should also continue to pursue options for DNR to use these

properties for but not limited to carbon sequestration, and work towards potential legislative fixes, additional ownership options and potential property management solutions working with other entities.
Motion carried 7-0.

CONTRACTS & PURCHASING

1, Bird Ride, Inc. Program Update and Extension

Assistant City Manager Calvin Goings discussed the background of the agreement the City of Port Angeles entered on July 31, 2022 with Bird Ride, Inc. The agreement allowed the operation of electric motor scooter rental sin Port Angeles until September 30, 2023, with the option to renew the contract. Based on community survey feedback, extending the program should include modifications to the existing contract to strengthen enforcement and usability. Principle Planner Ben Braudrick was available to answer council questions. Council discussion followed.

It was moved by Miller and seconded by Suggs to:
Authorize and direct the City Manager to execute the necessary documents to extend the temporary operating agreement by one year and to include scooter pickup requirements, geofenced areas, and deployment zones language therein and assess the need for additional reflected surfaces.
Motion carried 7-0.

The Mayor recessed the meeting for a break at 9:04 p.m. The meeting reconvened at 9:09 p.m.

CITY COUNCIL REPORTS

Council member Schromen-Wawrin expressed interest for writing a letter of support to the Olympic Peninsula Extended Needs Housing. He also gave a summary of the committee meetings he recently attended.
Clerks note: Due to technical difficulties, Schromen-Wawrin's report was cut short.

Council member Suggs spoke to future meetings she will attend including the William Memorial Pool District meeting.

Council member Miller spoke about her experience attending the Utility Advisory Committee, Homelessness Task Force and Olympic Area Agency on Aging meetings.

Council member Meyer spoke about attendance at the Olympic Peninsula Tourism Committee meeting.

Council member Dexter spoke to her attendance at the Municipal Research and Services Center Board meeting.

No other reports were given.

INFORMATION

Manager West reported on the City of Port Angeles Declaration of Stage 3 Water Shortage and the effect of being in stage 3. He reminded Council there will be no work session in September.

SECOND PUBLIC COMMENT

Mary Margolis, city resident, in a pre-recorded message, spoke in favor of the short-term rental moratorium and discussed housing issues Port Angeles residents face.

Justin (no last name provided), city resident, spoke against taxation, inflation, banks, national debt, and the increase of sales tax.

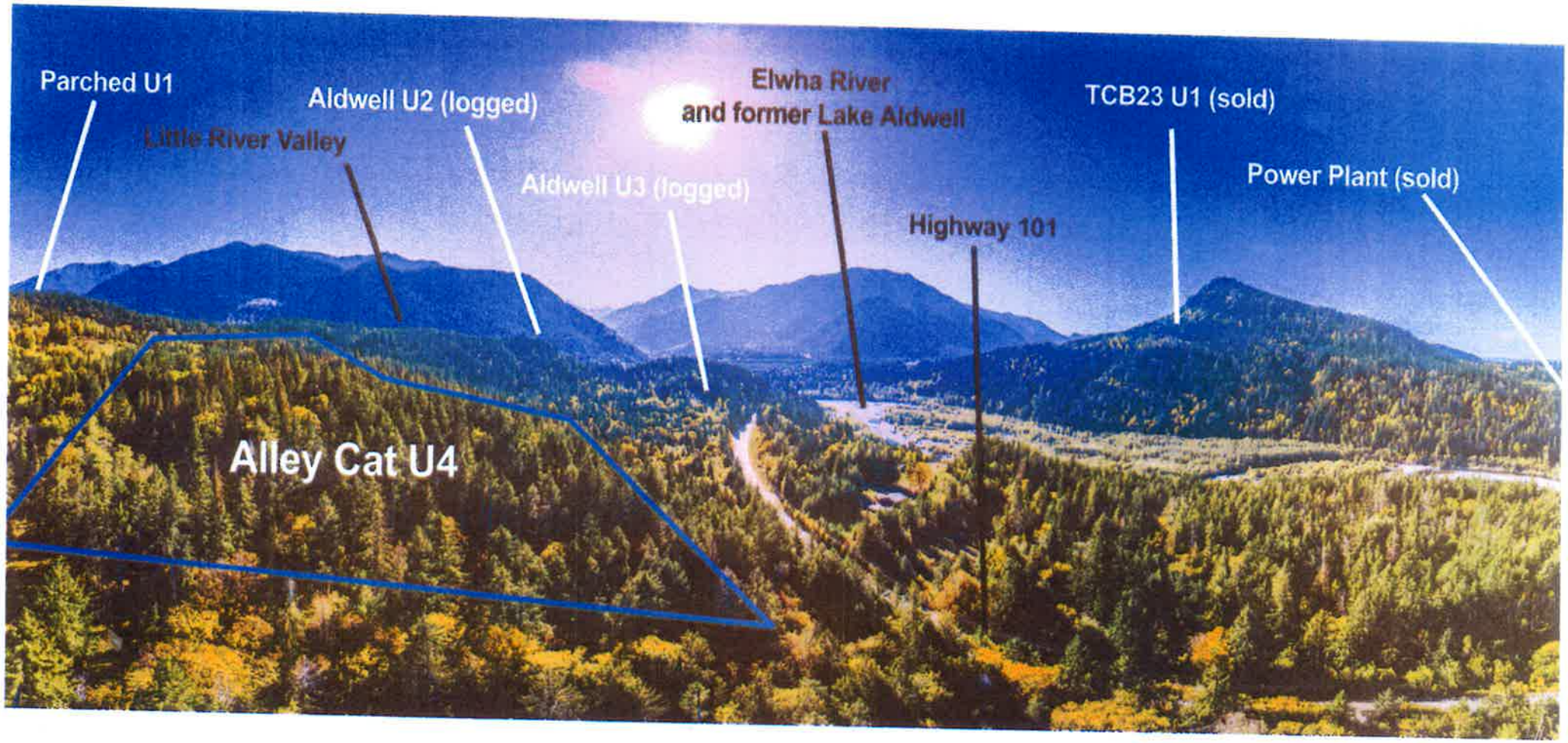
ADJOURNMENT

Mayor Dexter adjourned the meeting at 9:26 p.m.

Kate Dexter, Mayor

Aubrianna Howell, Acting City Clerk

Public Comment
Nina Sarmiento
10/17/23



Leave No Trace™

Center for Outdoor Ethics

THIS CERTIFICATE AWARDED TO

FOR SUCCESSFUL COMPLETION OF THE LEAVE NO TRACE AWARENESS WORKSHOP

INSTRUCTOR(S)

DATE

www.LNT.org

outdoor awareness

Submitted Public Record 10/11/23

Rec'd Comm Ed Tyler 10/11

#2

#4

#5

#3

CURRENT STATUS OF 550 SHERBURNE RD.

#1 - UNFINISHED FASCIA & SOFFIT/ NO GUTTERS

#2 WEST & NORTH SIDE OF HOME

#3 RECENT SIDING REMOVAL N. SIDE OF HOME WITH SAGGING ROOF

#4 CLOSE UP OF STRUCTURAL ISSUES CAUSING ROOF SAG N. SIDE OF HOME

#5 JUNK VEHICLE ON PREMISES ALMOST 10 MONTHS IN VIOLATION OF H.E. ORDERS

#6 PHOTO OF DOG (& RESIDENTS) WHO MOVE BETWEEN HOUSE & TENT DESPITE SIGNED AFFADAVIT OF NO OCCUPATION

#6

#1

Submitted Public Rec
10/17/23

CLALLAM COUNTY
Department of Community Development
Bruce Emery, Director
County Courthouse
223 E. 4th St., Suite 5
Port Angeles, WA 98362-3015
Code Enforcement: (360) 565-2677
Annie.Fricker@ClallamCountyWA.Gov

VIOLATION OF AN ORDER OF THE CLALLAM COUNTY HEARING EXAMINER

05/04/2023

Roger Fell
110 Prater Place
Sequim, WA 98382

Case #: CMP2020-00130
Parcel #: 04-30-20-23-0100

Mr. Fell,

Per todays phone conversation where you stated that you will not have your son move out of the home located at 550 Sherburne Rd, Sequim WA 98382, at the parcel listed above, and that you would like to bypass the timeframe that we were offering in order to have him removed, Clallam County Department of Community Development has found that you are knowingly and voluntarily in violation of the Hearing Examiners Order dated 4.8.2021, which is included in this mailing for your review.

Fines in accordance with the Order of the Clallam County Hearing Examiner (Order) of $100.00 per day will begin as of today's date. After 30 days, if you have not confirmed with Clallam County Code Enforcement that you have brought your property into compliance either with a request for a Certificate of Compliance, or a Certificate of Occupancy as required by the Order, this case will be referred to the Clallam County Sheriff's Office and the Prosecuting Attorney in order to pursue other civil or criminal remedies, including by not limited to, filing misdemeanor charges for knowingly violating the County Code, (Page 4, Paragraph 6 of the Order)

↗ 20.12.010(2)

I have also included a request for a Certificate of Compliance. If before June 4, 2023, you have contacted our office to determine that there is no longer anyone living on the property, and you can confirm that a licensed and certified septic inspector has visited, or has scheduled a visit to the property, we can reevaluate the need for referral.

Please contact our office in writing either by mail or email if you intend to move forward with compliance.

Regards,

Annie Fricker
Code Enforcement Officer
Clallam County Department of Community Development
360-912-5053
Annie.Fricker@ClallamCountyWA.Gov

word doc.
part of PRR

Submitted public record
10/17/23

CLALLAM COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
COUNTY COURTHOUSE
223 E. 4TH ST., SUITE 5
PORT ANGELES, WA 98362-3015
PHONE: (360) 417-2694
DONELLA.CLARK@CLALLAMCOUNTYWA.GOV

AMENDED PRELIMINARY BOUNDARY LINE ADJUSTMENT

BLA2023-00011

APPLICANTS		AGENT:
Edward and Mary Telenick 470 Sherburne Rd Sequim, WA 98382	Roger Fell 110 Prater Place Sequim, WA 98382	OPSD PO Box 3234 Sequim, WA 98382

July 12May 15, 2023

PROPOSAL

The Clallam County Department of Community Development received an application for a boundary line adjustment on April 28, 2023. The adjustment between the two parcels is an equal exchange of land. Parcel A (referenced as parcel 043020-230250) is currently 3.00 acres and Parcel B (referenced as parcel 043020-230100) is 2.04 acres and neither parcel will change in size following the boundary line adjustment. Access to the parcels is from Sherburne Road and will not be changed per this adjustment.

FINDINGS

1. The parcels are located between Port Angeles and Sequim, south of Highway 101, being within Section 20, Township 30 N, Range 4 W, W.M., Clallam County, Washington.

2. Parcel A is described in a Statutory Warranty Deed AFN 2005-1167944 and is noted as being owned by Edward and Mary Telenick.

3. Parcel B is described in a Statutory Warranty Deed AFN 2020-1408134 and is noted as being owned by Roger Fell.

4. Parcel A is developed with a single-family residence and appurtenant structures on the northeastern portion of the property. According to aerial photography and the Assessor's records the garage that sits within the right-of-way of Sherburne Road appears to have been constructed in the 1960's before County Zoning Ordinances were in effect and is therefore considered a pre-existing non-conforming structure per CCC 33.43.040. It appears that the residence was modified/altered/remodeled without the benefit of a permit on or around 2005, but because There are currently two building code violations on the property, however the Department of Community Development has received no complaints so no action has been taken against the owner. It appears that the house has been modified/altered/remodeled without the benefit of a permit and a detached garage constructed within the right-of-way and setback of Sherburne Road. The garage would not require a building permit, but must still

meet zoning setbacks to be compliant with Clallam County Codes. This property is forested on the western half of the property down to McDonald Creek.

5. Parcel B is developed with a single-family residence that sits on the northern property line, which is being moved. There is an active building permit that expires September 28, 2023 and must be finaled prior to that date. The majority of the property is forested and contains a portion of McDonald Creek.

6. This proposal will not create any additional parcels. There are two existing properties and the resulting boundary line adjustment will result in two parcels.

7. The proposed boundary line adjustment will not create a parcel which will increase any non-conformity, CCC 29.43.200(3). The adjustment is intended to correct a pre-existing non-conformity of the home sitting on the property line. The properties are zoned Rural Low (R5), which has a minimum lot size of one acre and a side yard setback of 10 feet, CCC 33.10.020. The density in the area will not be changed by this adjustment and the lot sizes will not be changed. The boundary line adjustment alters the common boundary line in two areas to create an equal exchange.

8. The new parcels will meet the requirements of land use regulations, including, but not limited to those found in the Zoning Code, Shoreline Master Program, Floodplain Management Code, and the Critical Areas Code. The lots contain landslide hazard, erosion hazard, and McDonald Creek, which is a Type 1 Shoreline. Future development will be reviewed for consistency with the Critical Areas Code and the County's Shoreline Master Program. A note shall be added to the final survey to inform future owners of these natural features.

9. Parcel 043020-230100 needs an inspection of the septic system and a drawing submitted prior to final of the boundary line adjustment and building permit.

10. The proposed boundary line adjustment will not realign parcel lines to create directional changes in the orientation of the parcel, such as changing front yards into side yards or rear yards which result in non-conforming setbacks, per CCC 29.43.200(4).

11. The parcels are owned by different owners and have been surveyed before, therefore, the land owner shall have prepared an accurate map of the lots, along with the new property lines, prepared by a licensed surveyor and done in full compliance with the Survey Recording Act, Chapters 58.09 RCW, and RCW 58.17.160(3) and 58.24.040 and deeds to exchange the property. The map and deed shall contain the following language: "This conveyance (or survey) is for the purpose of accomplishing a boundary line adjustment pursuant to RCW 58.17.040(6) and this title. It shall not create any additional lots, tracts, parcels, or division." The map shall contain a signed statement of approval by the Administrator.

CONCLUSIONS

1. The proposed boundary line adjustment conforms to the requirements of Title 29, Land Divisions, and Title 33, Zoning of the Clallam County Code.

2. The proposed boundary line adjustment is consistent with the intent and purpose of the Clallam County Comprehensive Plan.

Submitted public record 10/17/23

CLALLAM COUNTY
Department of Community Development
Bruce Emery, Director
County Courthouse
223 E. 4th St., Suite 5
Port Angeles, WA 98362-3015
Code Enforcement: (360) 565-2677
DCDCodeEnforcement@ClallamCountyWA.Gov

Edward & Mary Telenick
470 Sherburne Rd
Port Angeles, WA 98362

September 28, 2023

Mr. & Mrs. Telenick,

Per your request to be kept informed of updates on Case Number CMP2020-00130 periodically, I am writing you this letter.

Currently, the home located at 550 Sherburne Rd (Parcel 04-30-20-23-0100) is close to completion. The homeowner, Roger Fell, has maxed out fines per the April 2021 Hearing Examiners order. There are (3) items currently holding up the final, none of these items are structural items.

- A 4' x 6" piece of facia board at the northeast corner of the home needs to be replaced.
- The west facing side of the home needs the siding completed.
- The on-site septic needs to be repaired or replaced.

The facia piece has been purchased, as has the siding, and will be installed shortly. The on-site septic is currently in the design phase for replacement by a certified septic designer and installer. Once these items have been completed, the current building permit will be finaled, and the home will be occupied. These are significant steps toward voluntary compliance.

Roger and Keith Fell came into Clallam County DCD last week and signed sworn affidavits that the home is not currently occupied, and will not be occupied until a certificate of occupancy has been issued. Roger, Keith, or others may be at the site in order to do work on the home.

Clallam County Environmental Health On-Site Septic (OSS) program has been in regular contact with Mr. Fell. Because the septic requires repair or replacement, a portable sanican will be required to be on site, and a pumping contract along with pumping receipts will be submitted to Clallam County Environmental Health in order for construction work to continue.

An administrative hearing has been set for October 19, 2023, at 1:30pm. If all items listed above have not been completed, or scheduled for installation(septic) by October 18, 2023, our offices will be asking for fines of $100 per day, per violation, with no limit, that will accrue until completion. If all items are completed or the septic is scheduled for install by that time, the administrative hearing will be cancelled.

You are welcome to attend the administrative hearing, however administrative hearings in Code Enforcement cases DO NOT allow for public comment. If you have additional questions, please send them to our office, and we will respond as timely as possible. Code Enforcement will be out of state for training October 2-6, however you can visit the DCD counter to talk with Building and On-Site Septic about this case if you would like.

Thank you,

Annie C Fricker

Annie Fricker
Code Enforcement Officer
Clallam County Department of Community Development
Annie.Fricker@ClallamCountyWA.Gov

1C

OCT 24 2023

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ **Meeting Date: October 16, 2023**

REGULAR AGENDA ☒ **Meeting Date: October 24, 2023**

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

Item summary:

☐ Call for Hearing

☐ Contract/Agreement/MOU - Contract #

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☒ Other – Letter of Commitment by County Executive or the Chair of the Board of County Commissioners

Executive summary: Clallam County is required to complete a periodic update of its Comprehensive Plan and relevant development regulations prior to July 2025. As a portion of this work, there is grant funding available through the Washington State Department of Commerce to assist Clallam County in integrating a new "Climate Change Mitigation & Resilience" sub element into the Comprehensive Plan. An application, accompanied by a letter of commitment, is required to be submitted no later than October 31, 2023.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☒ No budgetary impact is anticipated at this time, but $300,000 in grant funds are anticipated upon award and approval.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) 1) Authorize County staff to submit a Climate Planning Grant Application to the Washington State Department of Commerce as soon as the application is prepared, and 2) Sign a Letter of Commitment (as provided) to the Department of Commerce supporting the County's application and committing to consider and adopt goals and policies related to climate change as part of the periodic review and update of the Comprehensive Plan.

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

Name of Employee/Stakeholder attending meeting: Holden Fleming

Relevant Departments: Department of Community Development

Date submitted: October 11, 2023

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

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

TODD MIELKE, County Administrator

October 24, 2023

To Whom t May Concern,

We, the Board of County Commissioners for Clallam County, authorize Clallam County to propose the attached scope of work and budget request for grant funding to prepare and adopt amendments to implement the requirements of HB 1181 related to climate planning.

We understand that the GMA requires us to adopt goals and policies related to climate change. These goals and policies will be considered and adopted as part of our scheduled periodic review and update to our Comprehensive Plan, within the required deadline.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair	Randy Johnson	Mike French

Clallam County
Grant Application Information

DEPARTMENT: **Department of Community Development** DATE SUBMITTED TO W/S: **10/16/2023**

GRANT NAME: **Climate Planning Grant (PUG)**

APPLICATION DEADLINE: **10/31/2023**

ISSUING AGENCY: **Department of Commerce** IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **21 Months** RENEWAL POSSIBLE? **No**

TOTAL AWARD: **Up to $300,000** ANNUAL AMOUNT : **N/A**

MATCH REQUIRED? **No** MATCH AMOUNT: **$0**

DESCRIPTION OF GRANT AND PURPOSE:
Clallam County is required by the Growth Management Act to review, and if needed, revise its comprehensive plan and development regulations by June 30, 2025. To that point, the Department of Commerce (Commerce), Growth Management Services, is accepting applications for a grant to assist with integrating a new "Climate Change Mitigation & Resilience" sub element into the comprehensive plan. An application, accompanied by a letter of commitment, is required to be submitted no later than October 31, 2023.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:
Clallam County's Comprehensive Plan has the expressed purpose of providing a guide for coordinated and orderly growth and development of the land and physical improvements in the unincorporated areas of Clallam County. This grant will provide monetary resources necessary for the consideration and adoption of goals and policies related to climate change in our community specifically related to hazard mitigation and climate resiliency.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?
Yes. In DCD, our mission is to promote public health and safety, help maintain a healthy environment, promote a strong local economy, and provide courteous, timely, and efficient service to the public. As outlined above, the County's comprehensive plan has played a vital role guiding development and development regulations for decades. It is necessary to integrate climate resiliency goals and policies into this document in a timely manner to ensure this the future public health and safety is maintained.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?
An updated comprehensive plan with a "Climate Change Mitigation & Resilience" sub element will meet community needs and align with state RCWs.

Clallam County
Grant Application Information

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?
Performance measures will be included in the grant application and subsequent contract.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?
No

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?
No match requirements.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?
Yes, the Sherrif's Office as a leading partner for hazard mitigation. This has been discussed and resources will be available. Given the far-reaching implications of climate change mitigation and resilience planning, other departments are likely to be impacted as well.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?
No

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

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?
Yes. The periodic update of the Comprehensive Plan would still be required but without funding from Commerce, this issue may not be addressed as thoroughly as its importance would warrant and could also potentially add a significant burden to DCD Staff and County budgets.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?
Expenses must be allocated to one of the following four categories: Salaries and Benefits, Goods and Supplies, Professional Services, or Other Goods and Services.

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?
No

Clallam County
Grant Application Information

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.
If fully funded, this grant will add up to $300,000 to the County budget for October 1, 2023 to June 30, 2025. Expenditures will not exceed revenues.

Bruce W. Emery

ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Todd Mielke, ADMINISTRATOR

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator prior to application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.

Proposed Climate Planning Grant Budget / Funding Information

Funding/Expenses

This section will reflect information about the project's cost, other funding sources, and the resources that would be committed by Clallam County toward the Climate Planning Grant.

Table 1	***SFY 2024** (7/1/2023 to 6/30/2024)	***SFY 2025** (7/1/2023 to 6/30/2025)
Expenses		
Salaries and Benefits	46,200	46,200
Goods and Supplies	1500	1500
Professional Services	240,000	140,000
Climate Resilience	(190,000)	(90,000)
Climate Resilience (Future Scoping)	(50,000)	(50,000)
Other Goods and Services	3000	3000
Total Expenses **	**290,700**	**190,700**

Table 2	***SFY 2024 & 2025** (7/1/2023 to 6/30/2025)
Climate Planning Grant Funding Sources	**$481,400**
Forks Grant Funds	$100,000
Port Angeles Grant Funds	$57,200
Sequim Grant Funds	$24,200
Clallam County Grant Funds	$300,000
Other Funds (If any)	$0
Total Funds **	**$481,400**

Clallam County Resilience Sub-Element Scope of Work			
(Including Multi-Jurisdiction Hazard Mitigation Plan Update Pathway)			
Phase	**Task Description**	**End Date**	**Climate Guidance Commerce Ref.**
1	1: Solicit Consultant	2/15/2024	Section 2
	1A: Form Hazard Mitigation/Climate Resiliency Committee (HMCR) and Resources	2/28/2024	Task 2.1
	1A: Organize Planning Team and Resources		
	1A: Establish Engagement Strategy that Supports Environmental Justice		Task 2.2
	1A: DELIVERABLE - Document Engagement Strategy (includes Public Survey on Website)	early March	Deliverable 1
	1B: Audit Plan and Document Review, including for climate gaps and opportunities		Section 3, Step 2, Task 2.1
	1B: DELIVERABLE - Document Climate Gaps and Opportunities		Deliverable 3 (Part 1)
	1C: Coordination with Other Agencies (Operational Area Meetings)		
	1D: HMCR Committee Meetings (10 Members)	During Phase 1	
	1D: Recommend/Initiate Changes, Template Development, Annex Development, Transfer of Data, old plan to new	3/31/2024	
2	2A: Perform HAZUS-MH Vulnerability & Risk Analysis	4/24 - 6/1/24	Section 3, Step 3, Task 1.4
	2A: Update Community Assets Identification	During Phase 2	Task 1.1
	2A: DELIVERABLE - Identify Community Assets and create Climate Element WorkBook Sheet	During Phase 2	Deliverable 2 (Part 1)
	2B: Climate Change Data/Analysis/Projections including exploring hazards, changes in climate and climate impacts	During Phase 2	Section 3, Step 1, Tasks 1.2, 1.3
	2B: HMCR Committee Meeting	During Phase 2	
	2B: DELIVERABLE - Create Climate Element WorkBook Sheets which (1) explores hazards and changes in the climate; (2) pairs assets and hazards and describes exposure and consequences; and (3) Identifies priority climate hazards		Deliverable 2 (Part 2)
	2B: Update non-HAZUS Hazards	6/1/2024	FEMA Guidance

	2C: New GIS Building Vulnerability Mapping	6/15/2024	
	2C: Mapping, Charts, Graphs	6/15/2024	
3	3A: Public Meetings	Summer 24	
	3B: Press releases/Public notices/Survey	Summer 24	
	3C: Website	Summer 24	
	3D: Hazard Committee Meetings (6 meetings, 10 members)	Summer 24	
4	4A: Strategy Dev./Maintenance/Future Mitigation Project Planing/Draft Update/Capabilities Update	9/15/2024	Task 2.2
	4A: DELIVERABLE - Determine Next Steps Task in Climate Element WorkBook	9/30/2024	Deliverable 3 (Part 2)
	4A: Assess Sensitivity and Adaptive Capacity to Characterize Vulnerability	9/30/2024	Tasks 3.1, 3.2, 3.3
	4A: Characterize Risk and decide course of action	9/30/2024	Task 3.4
	4A: Public Meetings	early October	
	4A: DELIVERABLE - Create Climate Element WorkBook Sheets which (1) Assess Sensitivity and Adaptive Capacity to Characterize Vulnerability and (2) Characterize Risk and Decide Course of Action	10/20/2024	Deliverable 4
	4A: HMCR Meeting: Integrate Climate Goals and Polices	End of October	Section 3, Step 5, Tasks 5.1, 5.2
	4A: Develop Climate Goals and Policies and Identify Co-Benefits	10/31/2024	Tasks 4.1 - 4.3
	4A: DELIVERABLE - Create Climate Element WorkBook Sheets which will outline Climate Goals and Policies and Identify Co-Benefits	10/31/2024	Deliverable 5 (Part 1)
	4B: Technical Edit/Format of Hazard Mitigation Plan Update		
	4B: DELIVERABLE - Create Climate Resilience Goal & Policy Integration Table	10/31/2024	Deliverable 5 (Part 2)
	4C: Hazard Mitigation Plan Update review crosswalk	11/10/2024	FEMA Guidance
5	5A: DELIVERABLES - Hazrd Mitigation Plan Adoption Which Includes Climate Resilience Goals and Policies And Completed Climate Element Workbook as Annex	After FEMA Approval (Feb 2025)	Deliverable 6 & 7
6	6A: Financial Management	At all Times	
	6A: Asst. with Quarterly Reports	As Required	
	6B: Project Management	At all Times	

1d

OCT 2 4 2023

PROCLAMATION

RECOGNIZING THE WEEK OF OCTOBER 23 - OCTOBER 27, 2023 AS PRO BONO LAW WEEK

WHEREAS, our justice system is founded on the fundamental principles of equity and fairness for all, and pro bono services grant individuals access to legal representation regardless of their means; and

WHEREAS, nearly three in four Washington residents face urgent civil legal issues each year, including issues related to health care, consumer and financial services, domestic violence, divorce, child custody, foreclosure, eviction, and abuse; but less than 25 percent receive legal assistance; and

WHEREAS, access to legal assistance can improve economic security and personal safety, protect civil liberties, and lead to a more just society; and

WHEREAS, legal services agencies, pro bono service programs, law-schools, the American Bar Association, the Washington State Bar Association, the Clallam County Bar Association, and private firms throughout the state have enlisted the services of volunteer attorneys to address the legal needs of low-income people; and

WHEREAS, all attorneys licensed in Washington State are encouraged to provide at least 30 hours of free legal services annually to those unable to obtain legal counsel; and

WHEREAS, in 2022, pro bono attorneys in Washington State provided over 20,000 families with free legal services and help with urgent legal issues, in Clallam County and Jefferson County volunteer attorneys provided over 700 hours of service through Clallam-Jefferson County Pro Bono Lawyers; and

NOW, THEREFORE, WE THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby proclaim the week of October 23 – 27, 2023, as **PRO BONO WEEK** in Clallam County to honor and thank the attorneys who volunteer their time and expertise to provide legal services to those in need.

Signed this 24th day of October 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____

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OCT 2 4 2023

AGENDA ITEM SUMMARY

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

Department: Superior Court

WORK SESSION ☒ **Meeting Date: 10/16/23**

REGULAR AGENDA ☒ **Meeting Date: 10/24/23**

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract #861.23.008

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:
Superior Court is asking for approval of a Rural Court Security Program Interagency Agreement (IAA24487) between the Washington State Administrative Office of the Courts (AOC) and Clallam County Superior Court for support of funds in the amount of $60,280 to be used toward security services and equipment [$7,280] and to help support the cost of (2) contracted armed court security officers [$53,000] in compliance with Washington State Court General Rule GR 36. The performance period of this agreement is from July 1, 2023, through June 30, 2024.

A pre-grant application request was submitted and approved by the Board on 7/31/23.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☒
These funds will need to be added to our 2023 and 2024 budgets. A budget change form has been prepared and will be provided.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Yes, please approve this agreement for funds to be used for court security equipment and security staff.

County Official signature & print name: Lauren Erickson

Name of Employee/Stakeholder attending meeting: Lacey Halberg

Relevant Departments: Superior Court, Sheriff, Facilities

Date submitted: 10/05/23

DocuSign Envelope ID: FAE64D94-9206-4E23-9A5C-DD810C4B95E4

INTERAGENCY AGREEMENT IAA24487
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
CLALLAM SUPERIOR COURT

(861.23.008)

This Agreement is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Clallam Superior Court (Court), (collectively known as the Parties).

I. DEFINITIONS

For the purposes of this Agreement the following definition shall apply as prescribed in RCW 43.160.020(5): "Rural county" means a county with a population density of fewer than one hundred persons per square mile or a county smaller than two hundred twenty-five square miles, as determined by the Office of Financial Management and published each year by OFM for the period of July 1st to June 30th. Trial Court Security is under the provisions of Washington State Court General Rule 36.

II. PURPOSE

The purpose of this Rural Court Security Program Agreement is to provide reimbursement of a percentage of overall court security costs in order for the Court to comply with the Trial Court Security criteria established in GR36.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins on July 1, 2023 regardless of the date of Agreement and ends on June 30, 2024.

IV. TOTAL AMOUNT OF AGREEMENT

The total amount of this Agreement is $60,280.00 , subject to the availability of funds. The Total amount of this Agreement will be distributed as follows:

Cost Category	Amount
Security Services and Equipment	$7,280.00
Security Officers	$53,000.00
Total Amount	$60,280.00

*Courts may use funds from the Court Security Officers cost category for the Security Equipment and Services cost category, but not vice-versa.

V. REPORTING SCHEDULE

The Court shall submit semi-annual reports to the AOC documenting the progress of their security improvement projects.

The reports shall provide:

A. Statement confirming delivery of items claimed on the reimbursement form (A-19).
B. Status of General Rule 36 compliance remaining minimum court security standards to achieve compliance.
C. The services provided to the courthouse for the corresponding period (licenses, contracted security, etc.)
D. Any challenges faced by the Court during the corresponding period.
E. Whether funds are expected to be used fully or if additional funding is needed.

The Court will follow the following reporting schedule according to the Period of Performance established in Section III of this agreement.

Period	Report Type	Report Due
07/01/2023-12/31/2023	Initial Implementation Report	12/31/2023
01/01/2024-06/30/2024	Final Report	06/30/2024

Reports shall be submitted to AOC to kyle.landry@courts.wa.gov. Failure to submit a report by the due date may adversely affect the Court's eligibility for future funding.

VI. USE OF FUNDS

A. General

Awarded amounts expire at the end of the fiscal year they were awarded in and do not carry over to the following year.

Funds will be used in accordance with the table provided in section IV of this Agreement.

All goods, services and equipment must be performed, received, and delivered by June 30, 2024. Anything beyond this date will be considered ineligible.

B. Eligible Use of Funds

1. Security Equipment

AOC will reimburse the Court at the established percentage under this Agreement for the cost of purchasing and installing security equipment in the following categories:

a. Security screening equipment, which includes: Walk-through metal detectors, handheld metal detectors, and X-ray machines if a court has a working magnetometer and 2 Court Security Officers on-site.
b. Security Cameras
c. Entry alarm systems.

d. Duress or Emergency broadcasts systems.
e. If an item is not listed in the approved categories provided by the AOC, then approval should be requested via email to Program Manager in regards to security-related infrastructure upgrades or miscellaneous security items.

2. Services Supporting Court Security Equipment

AOC will reimburse the Court at the established percentage under this Agreement for the cost of the following services to support court security:

a. Software licenses for security equipment.
b. Labor costs associated with installation of security equipment.
c. Maintenance of security equipment.

3. Security-related training

Security training is a reimbursable cost under this Agreement and should be available to all Court staff at court's location if delivered.

Training should:

a. Be specific to the training the court needs (e.g. Active Shooter training, De-escalation training, etc.)
b. Address security-related topics.

4. Court Security Officer Costs

AOC will reimburse the court at the established percentage under this Agreement for the cost of Court Security Officers. This reimbursement counts towards the court's overall total reimbursable amount of this Agreement.

a. Court Security Officers must be contracted and in compliance with RCW 18.170.
b. Licensing exemptions for sworn peace officers should comply with RCW 18.170.020.
c. All other Security Officers must comply with licensing requirements contained in RCW 18.170.
d. Reimbursement amount will cover hours worked only.
e. If and only if your Court has been partially awarded, you may elect to contract a Court Security Officer on days that are deemed to be higher risk or when hearings take place.

C. Ineligible Use of Funds

1. Security Equipment

Security costs that meet the criteria below will not be reimbursed:

a. Equipment and services in spending categories not approved on the Agreement unless approved in writing by the AOC.
b. Court staffing or administrative costs.
c. X-ray machines unless the Court has 2 Court Security Officers available for entry screening and a working magnetometer.

2. Security Officer

a. Contracted Court Security Officers not compliant with RCW 18.170.
b. Personal equipment for Court Security Officers.
c. Court Security Officer's benefits.

VII. PAYMENT/ REIMBURSEMENT

A. AOC will reimburse the Court up to a maximum/NTE of $60,280.00 for costs incurred from July 1, 2023 to June 30, 2024 regarding security equipment and other goods and services that improve security in the courts listed under Section 2, titled "Security Equipment and Services". The maximum awarded amount shall only increase if funding exists and AOC approves the reimbursement.
B. The Court is responsible for paying the entire up-front cost of the equipment and services. AOC will reimburse the Court at the percentage established of 70%. Reimbursements count towards the Court's total reimbursement limit or the total amount of this agreement for costs incurred in Court's Security Services and Equipment and Security Officers categories.
C. The total cost may be spent in all approved categories at the court's discretion. Substitutions for similar equipment or services shall be allowed if it fills a similar role to the equipment requested by the Court.
D. The Court shall work with AOC staff in determining whether an expense qualifies as a reimbursable expense under the Agreement.
E. Only items and services purchased and received during the dates stated on the agreement are eligible for reimbursement. Awarded funding expires June 30 of the fiscal year in which it was awarded.
F. The Court shall maintain sufficient backup documentation of expenses under this Agreement.
G. Before payment can be processed, properly completed invoices on state form A-19 must be submitted to AOC Financial Services at payables@courts.wa.gov. Payments made by AOC within 30 days of receipt properly- completed A-19 invoice shall be deemed timely.
H. All invoices shall provide and itemize, at a minimum, the following:
    1. Agreement Number
    2. Court name, address, phone number
    3. Court Federal Tax Identification Number
    4. Description of procured goods and services
    5. Date(s) of procured goods and services
    6. Total Invoice Price
I. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding.
J. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly.
K. Reimbursement payments under this agreement will only be made to the Court or funding authority that has incurred the cost of the items and services eligible for reimbursement. Reimbursements will not be made for partially eligible costs. Therefore, Courts shall ensure invoices submitted

account for and demonstrate 100% of eligible costs to be reimburse at percentage rate.

L. Reimbursements will not exceed the awarded amount unless excess funding exists and is approved by AOC in accordance with the revenue sharing section of this Agreement.
M. Final reimbursement requests must be received by AOC no later than July 12, 2024.
N. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the AOC.
O. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

VIII. REVENUE SHARING

A. AOC, in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.
B. If the AOC initiates the revenue sharing process, then the Court must submit a final revenue sharing A-19 to payables@courts.wa.gov between July 12, 2024 and August 1, 2024.

IX. NOTIFICATION OF USE OF FUNDS

AOC will formally communicate to the Court at two stages of the Agreement: mid-year of performance (December 2023) and end of performance (June 2024) regarding revenue sharing increases or decreases to the total amount of this Agreement.

Failure by Court to respond to attempts of contact by AOC within 30 days, may result in reallocation through Revenue Sharing procedures of the Court's funds to another Court in need.

The Court will submit a Revenue Sharing report, in accordance with schedule established in Section V of this Agreement.

X. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice given by the AOC to the Court. The decision as to whether appropriations

are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

XI. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement shall only be amended by the agreement of the parties. Amendments are not binding unless provided in writing, authorized and signed by the individuals with the contractual capacity on behalf of each of the parties.

XII. INDEPENDENT CAPACITY

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

XIII. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation or agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XIV. RIGHTS OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or Official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this Agreement.

XV. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XVI. TERMINATION

The AOC may, in its sole discretion terminate the agreement or withhold payments claimed by the Court for procured goods and services if the Court fails to satisfactorily comply with any term or condition of this Agreement.

A. Termination for Convenience.
Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) business days prior to such date. If this Agreement is so terminated, the AOC shall be liable only for payment for the provisions of this agreement, completed and accepted prior to the effective date of termination.

B. 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 fifteen (15) working days. If failure of violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

XVII. 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 must 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 State and Federal Statutes and rules;
B. This Agreement; and,
C. Any other provisions of the Agreement, including materials incorporated by reference.

XVIII. ASSIGNMENT

The provisions of this Agreement, and any claim arising hereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party. Consent shall not be unreasonably withheld.

XIX. WAIVER

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

XX. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference in this Agreement is held invalid, such invalidity does not affect the other provisions of this Agreement. This Agreement can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XXI. AGREEMENT MANAGEMENT

The individuals mentioned below are responsible for and are the contact people for all communications regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Kyle Landry PO Box 41170 Olympia, WA 98504-1170 Kyle.landry@courts.wa.gov (360) 218 - 6096	Lacey Halberg Court Administrator 223 E. 4th St, Suite 8 Port Angeles, WA 98362 lacey.halberg@clallamcountywa.gov 360-504-1386

XXII. ENTIRE AGREEMENT

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 are considered to exist or to bind any of the parties to this Agreement unless otherwise stated in the Agreement.

AGREED

Washington State Administrative Office of the Courts	**COURT**
Signature Date	Signature Date
Christopher Stanley, CGFM	Lacey Halberg
Name	Name
Chief Financial and Management Officer	Court Administrator
Title	Title
Commissioner	Civil Prosecutor
Date	9/27/2023

26

OCT 24 2023

AGENDA ITEM SUMMARY

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

Department: HHS-Environmental Health

WORK SESSION ☒ **Meeting Date: 10/16/2023**

REGULAR AGENDA ☒ **Meeting Date: 10/24/2023**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 100511-23-DOE-PIC
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County Environmental Health received a Washington State Department of Ecology Water Quality Combined grant for a Pollution, Identification, and Correction (PIC) project. This PIC project will focus on the Matriotti and Bell Creek areas. Components of the PIC project includes continuation of baseline trend monitoring, segmented sampling in Matriotti and Bell Creeks, public education and outreach, and pollution correction. The project goal is to protect human health and increase access to recreational and commercial shellfish harvesting. Project partners include Jamestown S'Klallam Tribe, Clallam Conservation District, and Streamkeepers.

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

Funds are budgeted in the 2024 budget.

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

BOCC Chair Ozias sign originals and DocuSign via Ecology's Administration of Grants and Loans (EAGL).

County Official signature & print name: _____ Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jennifer Garcelon and Katie Kowal

Relevant Departments: _____

Date submitted: 10/11/2023

DocuSign Envelope ID: 0FFD866A-7A0B-4BFF-890B-347FF7B3F55E

100511-23-DOE-PIC

DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. WQC-2023-ClCHHS-00131

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY - HEATH AND HUMAN SERVICES

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

GENERAL INFORMATION

Project Title:	Enhanced PIC in Clallam County's CWD Matriotti-Bell
Total Cost:	$267,290.67
Total Eligible Cost:	$267,290.67
Ecology Share:	$200,468.00
Recipient Share:	$66,822.67
The Effective Date of this Agreement is:	02/01/2023
The Expiration Date of this Agreement is no later than:	01/31/2026
Project Type:	Nonpoint Source Activity

Project Short Description:

The Enhanced PIC in Clallam County's CWD Matriotti-Bell project decreases bacteria entering marine waters from upland sources by investigating and correcting non-point pollution sources. Improved water quality decreases human health impacts and increases commercial and recreational shellfish harvests. This project helps restore access to "downgraded" shellfish growing areas in the Dungeness Bay near Sequim. This project will focus on Matriotti and Bell Creeks in the Marine Recovery Area (MRA).

Project Long Description:

The Enhanced PIC in Clallam County's CWD Matriotti-Bell project safeguards human health and the environment by protecting water quality and investigating and correcting upland sources of bacterial pollution that impact Sequim Bay-Dungeness Watershed Clean Water District (District) waters.

This Pollution Identification and Correction (PIC) project is a collaborative effort between Clallam County Environmental Health, Jamestown S'Klallam Tribe, Clallam Conservation District, and Streamkeepers of Clallam County. Project partners meet regularly as the Clean Water Work Group, a subset of the Dungeness River Management Team, to ensure that bacterial pollution control in the District waters aligns with watershed- scale planning efforts.

Major components of the PIC Program include:

•Long-term baseline trends water quality monitoring of District streams - Approximately 18 District streams are regularly monitored for nutrients, fecal indicator bacteria, and other standard physical and chemical parameters at locations just upstream from marine waters. This information gives decision-makers a glimpse into the overall health of each stream along with the relative influence of each stream upon marine water quality.

•Segmented water quality sampling and pollution source investigation - Recent sampling shows high indicator bacteria in the current project area requiring additional effort to identify the sources and correct the problems. In addition to established processes, the RECIPIENT is adding dissolved oxygen and continuous temperature monitoring to their sampling protocol. They are also adding correction tools (riparian plantings and technical assistance to residents who are rearing animals near waterways) to tackle these problems. Matriotti Creek is currently listed on the Ecology 303(d) list as a category 5 waterway for dissolved oxygen and temperature. Bacterial indicators point to ongoing pollution that fits the PIC Plan's highest level of priority. In addition, collecting dissolved oxygen and temperature provides additional data to help identify those locations requiring additional effort for identification of sources.

•Education and Outreach – the RECIPIENT will engage focus area stakeholders early on to make water quality protection and pollution source control a community effort. The RECIPIENT will conduct public open houses, door-to-door outreach, direct mailings, and electronic newsletters to communicate progress and results to project area residents.

•Pollution Correction - whenever potential bacterial pollution sources are discovered, PIC partners connect property owners with the resources to help make corrections. This may include providing technical assistance or information on the spot, making referrals to outside agencies or groups for help, or even linking property owners to providers of financial assistance. Where voluntary corrective measures fail, compliance and enforcement efforts provide a backstop. This may include enforcement of onsite sewage (OSS) codes, referrals to Washington Department of Ecology, or even referral to outside departments for review of codes such as critical areas ordinances.

This project builds upon previous successes that have seen water quality start to improve in the Lower Dungeness Watershed and Dungeness Bay. The project aligns both with local watershed planning efforts and the greater regional drive to restore shellfish growing area acreage around Puget Sound. PIC is a cost-effective and efficient way to address components identified in a Lower Dungeness Watershed TMDL.

Overall Goal:

The project goal is to protect human health and increase access to recreational and commercial shellfish harvest in Puget Sound. Specifically, activities will lead to the upgrade of shellfish growing areas within Dungeness Bay near Sequim, Washington. The Dungeness Bay has historically suffered from bacterial pollution that has produced both seasonal and year-round closures of shellfish growing areas. Dungeness Bay is situated within the East Straits growing area. This activity is aligned with the overall effort to clean up Puget Sound. The upgrade of shellfish growing areas remains a "Vital Sign Target" of Puget Sound recovery.

RECIPIENT INFORMATION

Organization Name: Clallam County - Heath and Human Services

Federal Tax ID: 91-6001298
UEI Number: JV6JJNELRBS5

Mailing Address: 111 East 3rd Street
Port Angeles, WA 98362

Physical Address: 111 East 3rd Street
Port Angeles, Washington 98362

Organization Email: jennifer.garcelon@clallamcountywa.gov
Organization Fax: (360) 417-2583

Contacts

Project Manager	Katherine Kowal Water Quality Specialist 111 East 3rd Street Port Angeles, Washington 98362 Email: katie.kowal@clallamcountywa.gov Phone: (360) 417-2415
Billing Contact	DeeDee Crabb 223 E. 4th Street Port Angeles, Washington 98362 Email: deanna.crabb@clallamcountywa.gov Phone: (360) 417-2293
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mark.ozias@clallamcountywa.gov Phone: (360) 417-2000

ECOLOGY INFORMATION

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

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Chanele Holbrook PO Box 47775 Olympia, Washington 98504-7775 Email: CHHO461@ecy.wa.gov Phone: (360) 522-3801
Financial Manager	Laurie Webster PO Box 47600 Olympia, Washington 98504-7600 Email: lcon461@ecy.wa.gov Phone: (360) 628-1989

AUTHORIZING SIGNATURES

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

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

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

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

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

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

Washington State
Department of Ecology

By: _____

Vincent McGowan, P.E. Date
Water Quality
Program Manager

Template Approved to Form by
Attorney General's Office

Clallam County - Heath and Human Services

By: _____

Mark Ozias Date
Commissioner

Approved as to form only by
Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

SCOPE OF WORK

Task Number: 1 **Task Cost:** $18,575.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
* Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $70,058.00

Task Title: Public Outreach and Education

Task Description:

A. The RECIPIENT will conduct quarterly meetings with the Clean Water Work Group to discuss marine trends, and segmented data, as well as corrective actions and future work within the District.

B. The RECIPIENT will do a regional search for existing outreach content before producing new materials (Tasks 2 and 4). For any educational materials developed under this agreement, the RECIPIENT will submit a draft to the ECOLOGY Project Manager (PM) for review and approval prior to production and distribution. Materials will include ECOLOGY funding recognition.

C. The RECIPIENT will identify which communities in the project area have more than five percent or 1,000 people that speak English less than very well. The RECIPIENT will translate meaningful work on education and outreach materials (Task 2 and 4) that are produced for the general public in the non-English language(s).

D. The RECIPEINT will incorporate a demographic information layer into their employee-facing ArcGIS maps. Demographic information will be on a neighborhood-level scale, and include primary spoken language, average household income, employment, and age ranges by percentage. This will ensure field staff have the knowledge to support and relay information to the community based on its language and culture.

E. The RECIPIENT will conduct research into how other entities have increased communication with homeowners outside of this typical reach.

F. The RECIPIENT will conduct a survey via direct mail to the target community regarding septic health and maintenance. The survey responses will be used to determine what resources landowners would find most helpful for learning about and taking steps to maintain or repair their septic systems and how to communicate with them most effectively. The RECIPIENT will follow up with in person visits to homeowners that don't respond to the survey.

G. The RECIPEINT will evaluate the success of at least two new education or outreach methods, including one public meeting or tabling event and one direct communication such as direct mailing or door-to-door.

H. The RECIPIENT will develop and distribute information to the public at least seven times regarding the project, water quality topics, and best management practices to engage community members in the project. These will include two newsletters, two flyers in support of Septic Smart week, two direct mailings, and at least one press release advertising the community meetings. The RECIPIENT may also conduct, door to door outreach as needed, and will leave door hangers with additional inspection information.

I. The RECIPIENT will conduct two community meetings in or near the current PIC Focus Area. These educational meetings will provide information about being a good water quality steward, data overviews on fecal coliform in the area, and local programs that help residents maintain healthy water quality (riparian planting, rebate money for inspections, Craft 3 loans,

etc.).

J. After completion of each public meeting, the RECIPIENT will create an outreach summary using a template (or equivalent document) approved by the ECOLOGY PM, that will include the date, location, number of participants, a brief description of the outcomes, and photos, and upload them to EAGL.

K. The RECIPIENT may spend up to $135 per meeting for light refreshments associated with this project. The total amount spent for light refreshments under this agreement cannot exceed $400.

Task Goal Statement:

A community that has a greater understanding of how septic systems affect water quality, how septic system owners can protect water quality by maintaining and repairing their septic systems, and information about available funding to maintain and repair their septic systems.

Task Expected Outcome:

- Quarterly meetings with Clean Water Work Group.
- Conduct a survey to determine what the RECIPIENT can do to reduce issues and help landowners maintain or repair their septic systems.
- Evaluate two new education or outreach methods.
- Distribute information to the public at least seven times.
- Conduct two public meetings for the community.

Public Outreach and Education

Deliverables

Number	Description	Due Date
2.1	Quarterly Meetings (8). Upload agendas, attendance/sign-in sheets, and minutes to EAGL after each event.	
2.2	Direct Mail Survey. Mail a survey to the demographic community. Provide a draft of the survey to the PM and upload the survey to EAGL. Provide a summary of survey results in the Recipient Closeout Report (Task 1).	
2.3	Community Public Meetings (2). Upload Outreach materials and Outreach Summary document after each event prior to submitting quarterly Progress Report Payment Request to EAGL. Provide a summary of this information in the Recipient Closeout Report (Task 1).	
2.4	Educational or Presentation Materials. Submit to ECOLOGY PM for approval prior to using. Upload final materials to EAGL.	
2.5	Education or Outreach Methods. Report on results in Progress Report(s) and the Recipient Closeout Report (Task 1).	
2.6	Develop and distribute information (7). Newsletter Articles (2), Flyers (2), Direct Mailings (2), Press Release (1). Submit to the ECOLOGY PM for approval prior to using and upload copies to EAGL.	
2.7	Bi-lingual educational materials. RECIPIENT will identify language needs of communities and translate materials as needed. Provide ECOLOGY with either a plan to develop educational materials to the needed languages, or the final translated materials.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $110,598.00

Task Title: Water Quality Monitoring and Analysis

Task Description:

A. The RECIPIENT will develop a Quality Assurance Project Plan (QAPP) using the ECOLOGY template. The QAPP will guide all water quality monitoring activities. This plan will go through a review process and must be approved and signed by the ECOLOGY PM, the ECOLOGY Environmental Assessment Program Quality Assurance Officer, the QAPP author, and other appropriate staff, prior to initiating monitoring activities. Any monitoring activities conducted before the QAPP is approved and fully signed are not eligible for reimbursement.

B. The RECIPIENT will produce maps of the defined boundaries of the project focus areas, the long-term baseline site locations, and segmented sampling site locations.

C. The RECIPIENT will conduct a long-term water quality trend monitoring program. The RECIPIENT will monitor for nutrients, bacteria, temperature, pH, salinity, dissolved oxygen, flow, and conductivity at 18-21 stream sites (12 monthly and 9 quarterly) for two years.

D. The RECIPIENT will conduct segmented sampling at 12-15 sites (approximately 280-360 samples) to monitor for Fecal coliform bacteria, E. coli bacteria (4 times per year), temperature, DO, and salinity. The RECIPIENT will conduct flow measurements at 3-7 locations along Matriotti Creek 4 times per year. The RECIPIENT will conduct sampling in Upper Matriotti Creek, upstream of the current highest sampling location (MAT 13) monitored under WQC-2020-ClCHHS-00011, as well as the Bell Creek and Highland Ditch network connection – upstream within the Highland Ditch irrigation system, and upstream Bell Creek as it flows through private property previously inaccessible.

E. The RECIPIENT will identify areas of concern (hotspots) based on segmented water quality sampling results and take additional samples to locate possible bacteria sources.

F. The RECIPIENT will submit all monitoring data collected into ECOLOGY's Environmental Information Management (EIM) database annually.

G. The RECIPIENT will develop and submit to ECOLOGY's PM draft annual Trends Water Quality Monitoring Reports (Annual Report) each year within 60 days following monitoring season for review and comment. The Annual Report should include quality assurance measures taken, any deviations from the QAPP, initial results, results summary. After addressing any feedback from ECOLOGY, the RECIPIENT will upload the Annual Reports to EAGL.

H. The RECIPIENT will develop and submit a draft Final Trends Water Quality Monitoring Analysis Report (Final Analysis) to the ECOLOGY PM, at least 30 days before the end date of the agreement, for review and approval. The Final Analysis will include an overview of the entire monitoring effort, quality assurance measures taken, any deviations from the QAPP, data results, an interpretation of those results, and a discussion of how the data results will be used to direct future work. After addressing any feedback from ECOLOGY, the RECIPIENT will upload the Final Analysis to EAGL.

I. The following equipment will be eligible for purchase through this project: Temperature loggers, and permanent station. The total cost of all equipment purchased under this project will not exceed $1,000.

J. Training eligible for payment through this project: the Washington State Environmental Health Association Education conference, the Salish Sea Conference, and regional PIC workshops. The total cost of all training under this project will not exceed $3,000.

Task Goal Statement:
High quality data used to increase a holistic understanding of Fecal Coliform fluctuations in creeks and use the information to pinpoint currently unidentified pollution sources.

Task Expected Outcome:
Collect bacteria, nutrients, temperature, pH, dissolved oxygen, salinity, flow, and conductivity data following an approved QAPP and successfully upload to EIM.

Water Quality Monitoring and Analysis

Deliverables

Number	Description	Due Date
3.1	QAPP. Submit to the ECOLOGY PM for review and approval. Upload a copy of the final approved and signed QAPP into EAGL prior to any monitoring activities.	
3.2	Maps of defined boundaries of the focus area, long-term baseline site locations, and segmented sampling site locations. Upload to EAGL.	
3.3	Long-term water quality trend monitoring program. Monitor for nutrients, bacteria, temperature, pH, salinity, dissolved oxygen, flow, and conductivity at 18-21 stream sites (12 monthly and 9 quarterly) through project end date. Submit monitoring data into ECOLOGY's EIM database annually. Notify the ECOLOGY PM once data has been successfully uploaded. Include summary in the Recipient Closeout Report (Task 1).	
3.4	Segmented Sampling (280-360 samples). Sample for Fecal coliform, E. coli bacteria, temperature, DO, and salinity at 12-15 sites (4 times per year) and flow measurements at 3-7 sites (12 times per year). Submit monitoring data to ECOLOGY's EIM database annually. Notify the ECOLOGY PM once data has been successfully uploaded.	
3.5	Water quality hotspots. Map of water quality hotspots and/or change over the course of the project. Upload map to EAGL. Summarize in Recipient Closeout Report (Task 1).	
3.6	Data Submittal. Submit all monitoring data collected into EIM database annually.	
3.7	Annual Trends monitoring reports. Submit a draft annual monitoring report for Trends sampling to the ECOLOGY PM, within 60 days following monitoring season, for review and feedback. Trends report should include photos. Upload final Annual Trends Monitoring reports to EAGL.	
3.8	Final Water Quality Monitoring Analysis report. Submit a draft monitoring report including Trends and Segmented sampling to the ECOLOGY PM, at least 30 days prior to the agreement end date, for review and approval. Upload the, approved Final Analysis report to EAGL.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $68,059.67

Task Title: Technical Assistance, Correction, and Compliance

Task Description:

A. The RECIPIENT will complete a high-level analysis of approximately 200 properties within the selected focus area(s). The analysis will include building permit and septic records, land use designations, and aerial imagery.

B. The RECIPIENT will complete approximately 60 on-the-ground surveys of "high priority" properties from among the 200 properties analyzed. High priority properties include areas of concern (hot spots) based on water quality sampling data (Task 3) or properties within 200 feet of streams. The purpose of the surveys is to identify sources contributing to the pollution of surface water (may include factors such as pet waste, stormwater, on-site septic systems (OSS), and wild or domestic animal impacts). The RECIPIENT will conduct one-on-one interactions during the property surveys to communicate project goals and the importance of property maintenance in relation to water quality to the homeowners. The RECIPIENT will provide feedback to landowners and recommend pollution control measures that may include directing downspouts from roof runoff away from septic components, managing domestic animal waste, and discouraging wild animal congregation.

C. The RECIPIENT will complete dye testing on OSS where failure is suspected, but not confirmed directly and feasible, to help pinpoint fecal bacteria sources.

D. The RECIPIENT will take corrective action on failing OSS by providing an information packet to homeowners with installation records (if available), educational materials related to proper maintenance and care of OSS, financial assistance, low-cost septic loan programs, and a list of licensed professionals who can help with inspections, pumping, and repairs. The RECIPIENT will refer any continuing OSS problems to the Clallam County Environmental Health Onsite Program for enforcement actions.

E. The RECIPIENT will refer any agricultural sources to the Clallam Conservation District for technical assistance and best management practice guidance.

F. The RECIPIENT will refer any properties that neglected the critical area ordinance to the Clallam County Department of Community Development.

G. The RECIPIENT will continue to take corrective action on properties previously identified in other PIC focus areas (Upper Matriotti, Bell Creek, Lotzgesell and Lower Matriotti, Meadowbrook Creek and Slough, and Golden Sands and Cooper Creek).

H. The RECIPIENT will track OSS corrections completed including landowner name, waterbody, type of work, urgency, site address, and dates.

Task Goal Statement:

An informed community living within the Matriotti Creek and Bell creek focus areas who are able to make decisions that protect water quality and correct potential sources of pollution. Those actively seeking to continue activities or conditions that

likely contribute to water pollution will be encouraged to change through compliance efforts or enforcement.

Task Expected Outcome:

- Conduct high-level analyses of 200 properties within the project focus area.
- Complete 60 on-the-ground surveys of high priority properties.
- Conduct dye testing.
- Provide information packet and one-on-one assistance to increase awareness to homeowners about OSS financial assistance, licensed professionals, and operation and maintenance.
- Refer any continuing OSS problems to the Clallam County Environmental Health Onsite Program.
- Refer agricultural operations to the Clallam Conservation District.
- Refer neglected critical area ordinance to the Clallam County Department of Community Development.
- Continue to take corrective action on properties previously identified in other PIC focus areas.
- Track corrective actions including landowner name, waterbody, type of work, urgency, site address, parcel number, case number, and dates.

Technical Assistance, Correction, and Compliance

Deliverables

Number	Description	Due Date
4.1	Parcel analyses results of approximately 200 properties. Upload to EAGL and notify ECOLOGY PM upon completion.	
4.2	On-the ground survey results for 60 high priority properties and documentation of corrections recommended. Upload to EAGL and notify ECOLOGY PM upon completion.	
4.3	Dye Testing results. Upload to EAGL and notify ECOLOGY PM upon completion.	
4.4	Information packet provided to homeowners with failing OSS. Upload to EAGL and notify ECOLOGY PM upon completion.	
4.5	Documentation of properties referred to Clallam County Environmental Health and Onsite Program. Include in the quarterly progress reports and upload complete list to EAGL.	
4.6	Documentation of properties referred for agricultural technical assistance. Include in the quarterly progress reports and upload complete list to EAGL.	
4.7	Documentation of properties referred for assistance with critical area ordinance compliance. Include in the quarterly progress reports and upload complete list to EAGL.	
4.8	Documentation of OSS corrections including waterbody, type of work, urgency, Landowner name, site address, parcel #, case #, and dates. Upload to EAGL.	

BUDGET

Funding Distribution EG240153

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

Funding Title: Centennial Clean Water Fund
Funding Type: Grant
Funding Effective Date: 02/01/2023
Funding Expiration Date: 01/31/2026

Funding Source:

Title: Centennial-SFY23

Fund: FD023N
Type: State
Funding Source %: 100%
Description: The Centennial Clean Water Program provides grants for nonpoint source pollution control activity projects and wastewater projects.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 25%
InKind Interlocal Allowed: Yes
InKind Other Allowed: Yes
Is this Funding Distribution used to match a federal grant? No

Centennial Clean Water Fund	Task Total
Grant and Loan Administration	$ 18,575.00
Public Outreach and Education	$ 70,058.00
Water Quality Monitoring and Analysis	$ 110,598.00
Technical Assistance, Correction, and Compliance	$ 68,059.67
	Total: $ 267,290.67

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Centennial Clean Water Fund	25.00 %	$ 66,822.67	$ 200,468.00	$ 267,290.67
Total		**$ 66,822.67**	**$ 200,468.00**	**$ 267,290.67**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

"Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

"Administrative Requirements" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

"Annual Debt Service" for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

"Average Annual Debt Service" means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

"Acquisition" means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

"Centennial Clean Water Program" means the state program funded from various state sources.

"Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.

"Cost Effective Analysis" means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

"Defease" or "Defeasance" means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

"Effective Date" means the earliest date on which eligible costs may be incurred.

"Effective Interest Rate" means the total interest rate established by Ecology that includes the Administrative Charge.

"Estimated Loan Amount" means the initial amount of funds loaned to the RECIPIENT.

"Estimated Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

"Equivalency" means projects designated by ECOLOGY to meet additional federal requirements.

"Expiration Date" means the latest date on which eligible costs may be incurred.

"Final Accrued Interest" means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

"Final Loan Amount" means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

"Final Loan Repayment Schedule" means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

"Forgivable Principal" means the portion of a loan that is not required to be paid back by the borrower.

"General Obligation Debt" means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

"General Obligation Payable from Special Assessments Debt" means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

"Gross Revenue" means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

"Guidelines" means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

"Initiation of Operation Date" means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

"Loan" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

"Loan Fund" means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.

"Loan Term" means the repayment period of the loan.

"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.

"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.

"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

"Project" means the project described in this agreement.

"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

"Project Schedule" means that schedule for the project specified in the agreement.

"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

"Reserve Account" means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

"Scope of Work" means the tasks and activities constituting the project.

"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

"Termination Date" means the effective date of ECOLOGY's termination of the agreement.

"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section

319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website. (This form is used for Section 319 funds only)

2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this

agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

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

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an

independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://facweb.census.gov/.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Unique Entity Identifier (UEI) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a UEI number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.?

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

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

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact

2. Entity's mailing address, telephone number, and e-mail address

3. The procurement on which the entity bid or quoted, and when

4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this

agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation

2. Opinion of RECIPIENT's Legal Council

3. Authorizing Ordinance or Resolution

4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)

5. CWSRF Federal Reporting Information form available in EAGL

6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)

7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)

8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of

ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute

a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:
Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this

agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the

RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)

- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)

- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient

ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

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

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

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person,

primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

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

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

1. ADMINISTRATIVE REQUIREMENTS

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

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

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

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

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

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

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

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

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

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

RECIPIENT shall:

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

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

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

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

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

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

5. ASSIGNMENT

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

6. COMMUNICATION

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

7. COMPENSATION

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

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

2C

OCT 24 2023

AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date: October 16, 2023**

REGULAR AGENDA ☒ **Meeting Date: October 24, 2023**

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 11331-23-CONCIT

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached Provider Contract is between Clallam County Health and Human Services and Concerned Citizens for adult developmental disability services. The purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons who experience intellectual and developmental disabilities. The contract period is July 1, 2023 to June 30, 2025.

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

Funds are already in the HHS budget.

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

Please approve and sign.

County Official signature & print name: KEVIN LaPiccolo

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: HHS

Date submitted: October 10, 2023

11331-23-CONCIT

PROVIDER CONTRACT
Concerned Citizens

This PROVIDER CONTRACT is entered into and effective July 1, 2023 through June 30, 2025 between CLALLAM COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES, hereinafter referred to as "County" and Concerned Citizens, hereinafter referred to as "Provider".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

Main Phone: (360) 417-2303
Fax: (360) 452-9605

Contact Person: Kelley Lawrence, Clallam County Coordinator for Developmental Disabilities
Contact Phone: (360) 417-2407
Contact E-Mail: kelley.lawrence@clallamcountywa.gov

Provider: Concerned Citizens
PO Box 1787
Forks, WA 98331
Phone: (360) 374-9340
Fax: (360) 374-9130
E-mail: lmiddleton@ccpnw.org
Contact Person: Linda Middleton
Service Modality: Individual Supported Employment
Community Inclusion
Community Information & Education
County Millage: Sequim School District
Quillayute Valley School District
Port Angeles School District

Funding Authority:
DSHS Basic Agreement # 1783-86259
DDA County Services Agreement # 2363-48800
DSHS, DDA Home & Community Based Waiver Program (CMS)
Tax Identification Numbers:
IRS #: 91-1156809
UBI #: 600-600-536

This Contract is comprised of:

Exhibit "A"	Special Terms & Conditions
Exhibit "B"	General Terms & Conditions
Exhibit "C"	Data Security Requirements

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

IN WITNESS WHEREOF, the parties have entered this Contract on this ___day of _____, 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

_____
Mark Ozias, Chair

CONCERNED CITIZENS:

Linda Middleton 10-9-2023
Linda Middleton, Director Date

ATTEST:

_____
Loni Gores, Clerk of the Board

APPROVED AS TO FORM:

_____

Approved as to form only by

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS SPECIFIC TO PROGRAM AGREEMENT

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

A. "Acuity Level" means the level of a Client's abilities and needs as determined through the DDA assessment.

B. "Additional Consumer Services" refers to indirect Client service types as follows:

(1) "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(2) "Training": To increase the job-related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also, to enhance program related skills of board or advisory board members.

(3) "Other Activities" reserved for special projects and demonstrations categorized into the following types:

(a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like generic job development e.g. "Project Search".

(b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

(c) Partnership Project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed.

C. "Client" means a person with a developmental disability as defined in Chapter 388-823 WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.

D. "Competitive Integrated Employment" means work performed by a Client on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The Client must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

E. "Consumer Support" refers to direct Client service types as follows:

(1) "Community Inclusion" or "CI": means individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of Individual Supported Employment for working age individuals who have received nine months of employment support.

(2) "Individual Supported Employment" or "ISE": services are a part of a Client's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons who experience intellectual and developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce.

These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

(3) "Individualized Technical Assistance" or "ITA": Services are a part of a Client's pathway to Supported Employment or Community Inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to Supported Employment or Community Inclusion. This is in addition to supports received through Supported Employment or Community Inclusion services for Clients who have not yet achieved their goal.

F. "County" is the political subdivision of the state of Washington and the county or counties entering into this Program Agreement.

G. "DDA Case Resource Manager (CRM)" means a Case Manager for DDA Clients.

H. "County Service Authorization (CSA)" means an authorization for County services.

K. "Developmental Disabilities (DD)" means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.

L. "Developmental Disabilities Administration (DDA)" means a division within the Department of Social and Health Services.

M. "DDA Regional office (DDA Region)" means the regional DDA office that supports DDA clients.

N. "Division of Vocational Rehabilitation (DVR)" means a division within the Department of Social and Health Services.

P. "General Terms and Conditions" means the contractual provisions contained within that agreement, which govern the contractual relationship between DSHS and the County.

Q. "Medicaid Home and Community Based Services (HCBS)" means services that occur in a Client's home or community rather than institutions or other isolated settings. These programs serve a variety of targeted populations groups, such as people with intellectual or developmental disabilities, physical disabilities, and/or mental illnesses.

S. "Preadmission Screening and Resident Review (PASRR)" means individuals with intellectual disabilities or related conditions (ID/RC) who have been referred for nursing facility (NF) care.

T. "Person Centered Service Plan or PCSP" means a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.

U. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.

V. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

W. "Service Provider" is a qualified Client service vendor who is contracted to provide Employment and Day Program services.

X. "Subcontractor" is the service provider contracted by the County to provide services.

Y. "Transition Program" is a partnership between the County and the School Districts providing transition services focusing on providing vocational training and/or supported employment opportunities to eligible district students between the age 16 and 21 (Transition Year).

2. TERM OF CONTRACT

Term of this contract shall be July 1, 2023 through June 30, 2025.

3. PURPOSE

This Program Agreement is entered into between the Developmental Disabilities Administration and the County in accordance with Chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

4. CLIENT ELIGIBILITY

Client eligibility and service referral are the responsibility of DDA under Chapter 388-823 WAC (Eligibility) and Chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without a current County Service Authorization are not reimbursable under this Program Agreement.

5. CREDENTIALS AND MINIMUM REQUIREMENTS

A. Qualified Service Providers: The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services.

B. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The County assures that each subcontractor has agreed to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Program Agreement. Written documentation shall be available to DSHS on request.

C. Reporting Abuse and Neglect: The County staff and its subcontractors who are mandated reporters under RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, RCW 74.34.040 and Chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.

6. STATEMENT OF WORK

A. The Provider shall comply with the following referenced documents found at DDA Internet site https://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) DDA Policy 4.11, County Services for Working Age Adults;

(2) Chapter 388-850 WAC, Chapter 388-828 WAC, Chapter 388-845 WAC Sections 0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040, 2100, 2110;

(3) Criteria for Evaluation;

(4) DDA Guiding Values;

(5) Guide to Achieve DDA's Guiding Values;

(6) DDA Guidelines for Community Assessments within Employment Services; and

(7) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

(8) Acuity Scale Guideline Chart

B. QUALIFIED PROVIDERS

A qualified provider must be a County or an Individual or Agency contracted with a County or DDA.

C. TECHINCAL ASSISTANCE

The County will contract with Technical Assistance providers that may be utilized by Counties with prior written approval.

D. SUBCONTRACTORS

The County will pass on all applicable contractual requirements that are between DDA and the County to the subcontractor. The County shall immediately notify the DDA Region of the County's intent to terminate a subcontractor who is serving a DDA referral. Individuals or agencies contracted with a County or DDA may not subcontract for Employment or Community Inclusion services.

E. EMPLOYMENT AND DAY PROGRAM SERVICE PROVIDERS FOR CONSUMER SUPPORT SERVICES

The County shall provide or contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) Client's with similar interests and needs.
(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable a Client to meet or exceed living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on the Client's demonstrated need, acuity level and work history per Chapter 388-828 WAC.

(3) The Client's DDA PCSP is the driver for service. The AWA County Service Authorization (CSA) and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

(4) All Clients will have an Individualized Employment and/or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the County, Client, their DDA Case Resource Manager (CRM), Guardian and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the County, Client, CRM and/or Guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the Client's individualized goal(s).

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment have not obtained paid employment at minimum wage or higher within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;
(b) Provide evidence of consultation with the Client/Guardian; and
(c) Develop additional strategies with the Client/Guardian, County Staff, Employment Support Staff, Case Manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the Client's pursuit of employment. The additional strategies will be documented for each Client and kept in the

Client's file(s)

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six-month progress report in the next six-month progress report.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County or DDA approves the continuation of long-term supports where the service provider is also the Client's employer, the County or DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment can include Supported Self-Employment. Supported Self-Employment, if an applicable goal, must meet the following requirements:

(a) Adhere to Washington State DDA Self-Employment Policy Guidelines
(b) Determine that the proposed activity is a business according to IRS Guidelines
(c) Once it has been determined the activity will meet IRS rules for a business, the self-employed person receiving DDA employment supports will:
- Demonstrate the individual receiving services owns and operates the business;
- Provide a Business Plan to the County and DDA demonstrating feasibility as determined by DVR or a neutral, agreed-upon third party business expert;
- Become licensed if required and follow all local, state, and federal regulations and rules;
- Establish benchmarks for profitability and demonstrate progress is being made toward reaching those profit benchmarks; and
- Demonstrate the business will likely provide a living wage.

(11) Individual Employment staff hours must be attributed to the "Individual Employment Billable Activities".

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42 C.F.R. Section 441.301(c)(4), including that:

(a) The setting is integrated in the greater community and supports Client's to have full access to the greater community;
(b) Ensures the Client receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and
(d) The setting facilitates individual choice regarding services and supports, and who provides them.

F. TRANSPORTATION (IE and CI)

It is the Provider's responsibility to inform clients that transportation is not the responsibility of the Provider to supply. Transportation training may include coordination of the multiple transportation services, training the individual in use of public transportation, supports for the individual to obtain a driver's license, walking, bicycling or use of the client's family, friends or co-workers to provide transportation. The Provider shall assess and document in the Progress Report each client's transportation needs.

The Provider shall assist each client to access public or specialized transportation for any activity sponsored as a part of Individualized Supported Employment and/or Community Inclusion services. It is expected that public or specialized transportation will be utilized, except as detailed in the transportation plan. The cost of transportation is included in the fee for service that a Provider receives.

If no other viable transportation options are available, the Provider may transport clients in Provider or employee vehicles provided that:

(1) Provider complies with the automobile insurance requirement set forth in the Provider Contract;

(2) Automobile insurance specifically indicates that the provider is covered for transporting clients;

(3) A Transportation Assessment and Plan must be submitted for approval to the County and CRM if this is the only feasible mode of transportation. The County and CRM must approve the submitted Transportation Assessment and Plan.

G. COMMUNITY INFORMATION & EDUCATION AND COUNTY MILLAGE FUNDS

Community Information & Education refers to costs incurred by the program for activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services, activities aimed at promoting public awareness and involvement; community consultation, capacity building and organization activities.

In addition, Provider may use Community and Education and Millage funds to accomplish any of the following certifications and/or trainings that support professional development that enables staff to support individuals with developmental disabilities:

Certification as Certified Employment Support Professionals (CESP)

The Certified Employment Support Professional (CESP) credential recognizes individuals who have demonstrated a sufficient level of knowledge and skill to provide integrated employment services to a variety of populations.

Submit proof of successful passage of the CESP certification exam. One page summary report documenting date, time and location of exam with notification of passage of the exam.

APSE or Other Employment Appropriate National Convention or Training

Provider must submit request to the County, in writing, for requested attendance to the Convention or Training. Upon approval from the County, Provider shall provide County with all applicable backup documentation for reimbursement. This includes but is not limited to conference agenda, receipts for travel reimbursement, any handouts applicable to the convention or training, and any other documentation required or requested by the County.

Other Trainings and/or Professional Development

Other trainings and professional development opportunities may be approved (requires prior written approval by the County). All trainings and professional development must support the provider in attaining new and/or continued knowledge that increases the staff's effectiveness in supporting clients in Community Inclusion and in securing, supporting or improving the employment status of clients served by the Provider in Supported Employment.

H. QUALITY ASSURANCE AND SERVICE EVALUATION

The County shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The County's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to DDA for review.

I. EVALUATION

The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor every two (2) years. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DDA upon request.

J. PARTNERSHIP PROJECT

School District Transition Program

Provide Transition services for eligible students authorized by the applicable School District between the ages of sixteen and twenty-one when selected by the student and their family and referred by the School District. Transition services shall promote collaboration among DVR, School District, County, DDA, and community agencies that support the transition of students from school to employment and/or post-school activities leading to employment, including career exploration.

Transition services will include the following:

(1) Collaborate with School District Staff and keep them informed of activities, progress and timelines as outlined in the IEP;

(2) Effectively communicate with the Student, the Student's Family, the Student's Classroom Teacher and their Case Resource Manager informing them of activities, progress and timelines as outlined in the IEP;

(3) Develop individualized Progress Reports every six months;

(4) Work closely with School District Staff for purposes of transportation needs and other supports; and

(5) Provide Monthly Case Notes with all billings to the County that include:

(a) Name of School District
(b) Student's name;
(c) Direct service hours to the student;
(d) Dates and hours of service on behalf of the student including but not limited to scheduling transportation, name and date employer(s) contacted (initial and follow-up) and job development;
- Student's wages earned;
- Hours worked; and
- Progress on work skills and behaviors as identified and outlined on IEP.

(6) Employment Plans:

(a) All students will have an Individualized Employment Plan to identify student's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the student's individualized plan will be provided to the County, Student, their DDA Case Resource Manager (CRM), Guardian and others as appropriate.
(b) Six-month progress reports describing the progress made towards achieving student's goal will be provided by the service provider to the County, Student, CRM and/or Guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the student's individualized goal(s).
(c) All student's will be contacted by their service provider according to Student need and at least once per month.
(d) If students in the Transition Employment Program have not obtained paid employment at minimum wage or higher within **six (6) months,** the County will assure the following steps are taken:
- Review the progress toward employment goals;
- Provide evidence of consultation with the Client/Guardian; and
- Develop additional strategies with the Client/Guardian, County Staff, Employment Support Staff, CRM, and others identified by the Student. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the Student's pursuit of employment. The additional strategies will be documented for each Student and kept in the Student's file(s).

(e) If after twelve (12) months the Student remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six-month progress report in the next six month progress report.

(7) Approval of billing invoices require the submittal of monthly case notes and documentation of service dates and hours provided on the County approved form.

(8) Services during July and August must be approved by the IEP team and the School District. The school will determine if Extended School Year (ESY) is available for these services and will notify the County in writing of any such approval. If needed, a new CSA will be written to cover services during the months of July and August.

(9) Students will not be transported in private staff vehicles. Transportation training may include coordination of the school's transportation services, training the individual in use of public transportation, supports for the individual to obtain a driver's license, walking, bicycling or use of the student's family to provide transportation.

(10) The Provider shall assess and document in the Transportation Assessment and Plan each student's transportation needs. The Provider shall assist each student to access public or specialized transportation for any activity sponsored as a part of Transition services. It is expected that public or specialized transportation will be utilized, except as detailed in the transportation plan. The cost of transportation is included in the fee for service that a Provider receives.

(11) If no other viable transportation options are available, the Provider may transport students in Provider or employee vehicles provided that

(a) Provider complies with the automobile insurance requirement set forth in the Provider Contract;
(b) Automobile insurance specifically indicates that the provider is covered for transporting students;
(c) Transportation Assessment and Plan indicates this is the only feasible mode of transportation.

7. CLIENT'S INDIVIDUALIZED PLAN

The Client's DDA PCSP is the driver for service. The CSA will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

All Clients will have an Individualized Supported Employment, Community Inclusion or Transition plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, the County, Guardian and others as appropriate. Semi-annual progress reports that describe the outcomes of activities will be provided by the provider and given to the County, the Client, their CRM, and others as appropriate. The report will summarize the progress made towards the Client's individualized goals.

Provider shall complete the progress report within 30 days of service starting and provide a semi-annual progress report six months after the initial report.

Failure to submit the progress reports within the appropriate timelines will result in billing not being processed until the plans are completed.

All Clients will be contacted by their service provider according to Client need and at least once per month.

Provider employment staff will attend the annual assessment and Case Manager PCSP development meeting, when properly notified with at least two weeks' advance notice, for each client the provider serves.

If Clients in Individual Employment have not obtained paid employment at minimum wage or better within **six (6) months,** the Provider and County will assure the following steps are taken:

A. Review the progress toward employment goals;

B. Provide evidence of consultation with the Client/Guardian; and

C. Develop additional strategies with the Client/Guardian, County Staff, Employment Support Staff, Case Manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).
If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report.

Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

8. PROVIDER RESPONSIBILITIES

For State funded services, the Provider agrees to serve only persons referred by DDA who are eligible for direct client services under this Provider Contract. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. The Provider agrees to consider clients for service acceptance upon receipt of referral from County. All referred clients will have the opportunity to participate in vendor interviews and select the provider of their choice after interviews. A client may also self-select and waive their participation in interviews, but, the appropriate form must be completed and signed indicating their selection.

The Provider agrees to provide authorized services, participate in conferences and consult with State DDA Case Resource Managers and County staff to implement changes in client services, if needed. Any change in a client service, including a change in hours of service, will be preceded by an approved and signed County Service Authorization form (CSA).

The Provider will clearly communicate to the client, prior to beginning services, the minimum and maximum service hours per month they can expect to receive. The amount of service hours a client receives is based upon the client's demonstrated need, acuity level, work history and documented special conditions per the Services Level Guidelines. If a change in the minimum and/or maximum service hour(s) is expected, the Provider will inform the client prior to the change. The client minimum and maximum service hour(s) are reflected in the County Service Authorization and updated planned rates information will not exceed the client's DDA PCSP. The amount of service the client receives should match the County Service Authorization and updated Planned Rates information.

The Provider will have at least one hour of face-to-face contact with each client they are authorized to serve. This contact must consist of at least one hour per month in order to bill for services during that month.

Services and programs shall be provided consistent with related RCW, WAC, Clallam County Program Contract and County Mandatory Requirements.

The Provider shall participate in regularly scheduled meetings between County DD staff and DDA staff to remain updated and current.

At least 40 documented hours of County-approved training per Fiscal Year (July 1 – June 30) will occur for each FTE staff person who provides services in this modality. The provider shall keep track of all training received for each staff person.

9. PROGRAM/SERVICE FUNDING AND RATES

A. REIMBURSEMENT OF CLIENT SERVICE

(1) This contract is fee-for-service. The contractor will not be reimbursed for service hours/units provided above the maximum service hours/units documented on the client's DDA PCSP or activities outside the scope of the *Individual Employment Billable Activities and/or Community Inclusion Billable Activities* documents.

(2) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(3) The County shall reimburse the Contractor for services outlined in the Clallam County 2023-2025 ISE, CI and Transition Program Rate Schedule, which will be distributed prior to the initiation of the contract and upon any subsequent changes.

(4) Rate Schedule will be adjusted, as needed, to the DDA maximum allowable rate. The County will provide notification to DDA and Providers prior to implementing a rate adjustment that is less than the maximum allowable.

B. The Individual Employment Billable Activities document defines the individual Client services that DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

C. The Community Inclusion Billable Activities document defines the individual Client services DDA reimburses That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

D. COUNTY TRANSITION PROGRAM

(1) 1 unit = 1 hour

(2) Maximum 20 hours per month

(3) 1:1 Ratio Only

(4) Daily Case Notes are submitted with billing

(5) Six-Month Progress Reports Required (see section "Partnership Project" and "Client's Individualized Plan)

E. COMMUNITY INFORMATION AND EDUCATION

Provider, with prior written approval from County, may attend or provide community information and trainings that further the education of the community and/or staff regarding the inclusion of individuals with intellectual and developmental disabilities into the workforce and/or community. Provider must provide the required documentation of attendance and expenses per county policy and request of the county before reimbursement.

The Total Maximum Compensation for completion of all Community Information and Education payment points shall not exceed **$5,000.**

10. BILLINGS, PAYMENTS AND REPORTS

Billings and documentation shall be submitted no later than the 10th day of the month, following the month in which such expenses were incurred. Billing in December shall be submitted no later than the 3rd day of the month for services provided in November. Later submissions in December will result in payments delayed until the end of January. The County shall pay for services once a month.

Billings and documentation must be submitted electronically in accordance with requirements of the Washington State AWA Billing System. No payments will be made to the Provider until a timely and accurate billing report is received by the County. Billing reports requiring corrections must be completed and resubmitted by the 20th day of the month. Failure to satisfy such requirements may result in a delay in payment.

Providers must submit a Contract Certification form with signature each month when they submit their billing reports electronically. This form must be received in the County office by the 20th day of the month. No payments will be made to the Provider until this form is received by the County. Failure to satisfy such requirements may result in a delay in payment.

A current Clallam County CSA must be in effect for each client. Billing for services shall not exceed authorized amounts as indicated on the CSA. Authorized units of service are pristine to the individual client as assigned and noted on the CSA. No sharing of hours between clients is allowed.

Corrected billings and documentation including re-posted billing information will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year. Payment will not be made on any invoice submitted past sixty (60) calendar days after the Program Agreement fiscal year.

Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Provider Contract when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

11. DSHS/DRW ACCESS AGREEMENT

The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The County assures that it and its subcontractors have reviewed the Access Agreement. The agreement covers DRW's access to individuals

with intellectual and developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

12. CONFIDENTIAL INFORMATION

All Counties and their subcontractors must:

A. Ensure the security of Confidential Information, and

B. When transporting client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments
(b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

13. SERVICE STANDARDS

All providers of employment/day program services contracting with Clallam County to serve eligible individuals with intellectual and developmental disabilities shall meet the following qualifications:

A. Compliance with APSE CESP Code of Conduct, Sections 1 and 3 regardless of certification status;

B. Assurance that potential conflict of interest (real or apparent) will not arise. Such a conflict would arise when the employee, officer or agent, any member of immediate family, guardian/decision-maker, or an organization which employs, or is about to employ, any of the above has financial or other interest in the client.

C. Documentation of experience, knowledge and performance in providing services to individuals with intellectual and developmental disabilities will be maintained.

D. The following indicators will be incorporated into an agency's overall written performance plan and the agency will document progress over time. An employment service performance plan must include for each acuity level, the following client data:

(1) Number of new jobs;

(2) Number of jobs lost and reason for job loss;

(3) Percentage of clients employed earning minimum wage or higher; and

(4) Average number of hours worked by client.

E. Documented history of working cooperatively with community-based organizations including employers, the Division of Vocational Rehabilitation (DVR) and schools;

F. Demonstrated methods for providing services based on individual needs as outlined in a client's plan;

G. Commitment to support integration of individuals with intellectual and developmental disabilities with people who are not disabled;

H. The administrative capabilities necessary to safeguard public funds including: maintaining accurate accounting books, records, documents and other materials relevant to the provision of goods and services;

I. A management system that provides for systematic accumulation, filing and retention of timely reports to the County, DDA and/or for federal audits;

J. Sufficient Policies and Procedures for establishment and maintenance of adequate internal control systems: The Provider will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur;

K. Compliance with the qualifications outlined in DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services;

L. To be a qualified service provider of employment services, an agency must employ at least one or more individuals who:

(1) Have at least two years of experience – or an Employment Professional Certificate from Highline Community College or CESP Certification and one year of experience - related to the employment services the agency provides to DDA clients;

(2) Experienced staff that have documented current training and/or continued education on best employment practices. Additionally experienced staff must have the skill and ability to impart this information to frontline/direct line staff and maintain evidence of doing so.

(3) Staff core competencies will include the following at minimum:

(a) Developing, obtaining, and maintaining community-based employment placements with minimum wage compensation or greater;
(b) Conducting Discovery assessments;
(c) Goal and career planning;
(d) Job preparation;
(e) Job development;
(f) Work place and job analysis;
(g) Job Coaching, including task design and training, support strategies, and natural support;
(h) Documenting goals and writing reports clearly; and
(i) Knowledge of Social Security benefits.

M. Ensures that direct service staff are 18 years of age or older, have received training and have documented knowledge in the following areas:

Prior to working with clients:

(1) Client Confidentiality

(2) Current individual instruction and support plans for each client with whom the employee works

(3) DDA Policy 4.11 County Services for Working Age Adults (adult services only)

(4) DDA Policy 5.06 Client Rights

(5) DDA Policy 5.13 Protection from Abuse: Mandatory Reporting

(6) DDA Policy 6.08 Incident Management and Reporting Requirements for County and County-Contracted Providers

(7) DDA Policy 9.03 Employee Protection from Bloodborne Pathogens

(8) DDA Policy 12.01 Incident Reporting and Management for DDA Employees

(9) DDA Policy 13.01 Public Disclosure of Records and Safeguarding of Confidential Information

(10) DDA Policy 14.01 Environmental Safety

(11) Competencies including:

(a) Values that support the abilities of each individual
(b) Effective Communication – The ability to effectively listen and to make one's self understood
(c) Planning methods
(d) Crisis Prevention and Intervention

Within One Month of Employment Start Date:

Overview of DDA Policies, including:

(a) DDA Policy 3.01 Service Plans
(b) DDA Policy 5.03 Client Complaints
(c) DDA Policy 5.14 Positive Behavior Support Principles
(d) DDA Policy 5.15 Restrictive Procedures: Community
(e) DDA Policy 5.17 Physical Intervention Techniques
(f) DDA Policy 5.19 Functional Assessment and Positive Behavior Support Planning for Youth in Staffed Residential Settings
(g) DDA Policy 5.20 Restrictive Procedures and Physical Interventions with Children and Youth
(h) DDA Policy 5.23 Functional Assessments and Positive Behavior Support Plans: Employment and Day Program Services

Within Three Months of Employment Start Date:

(a) Program skill development
(b) DDA Policy 5.02 Necessary Supplemental Accommodation
(c) DDA Policy 5.05 Limited English Proficient (LEP) Clients
(d) DDA Policy 13.04 DRW Access to Client Records Maintained by DDA

N. Ensures that all direct service staff review new and updated County and DDA policies when issued. Staff review will be documented in provider's file.

O. Ensures that direct service staff are licensed or registered when appropriate/required.

P. Proof of Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees and/or volunteers who may have unsupervised access to vulnerable DDA Clients, in accordance with Chapter 43.43 RCW Sections 830-845, RCW 74.15.030, and Title 388 WAC. If the Provider reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the County shall deny payment for any subsequent services rendered by the Provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.

Q. The Provider and all their staff members are mandated reporters under RCW 74.34.020(1) and must comply with reporting requirements described in RCW 74.34.035, RCW 74.34.040 and Chapter 26.44 RCW. If the County is notified that a Provider staff member is cited or on the registry for a substantiated finding, then that staff member will be prohibited from providing services under the Clallam County Provider Contract.

R. The Provider will promptly report to DSHS and the County per DDA Policy 5.13, *Protection from Abuse: Mandatory Reporting*, if:

(1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,

(2) If they have reason to suspect that sexual or physical assault of such a person has occurred they shall also immediately report to the appropriate law enforcement agency.

S. The Provider will assure adequate staffing levels to provide all services and when staffing is not adequate will inform the County when staffing is not adequate to serving potential clients.

GENERAL TERMS & CONDITIONS

1. SCOPE OF PROVIDER'S SERVICES

The Provider agrees to provide to the County services and any materials set forth in the Special Terms & Conditions [Exhibit "A"] during the Contract period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Contract.

2. ASSIGNMENT

The Provider may not assign any of the Provider's Contract rights or obligations to a third party without the prior, written consent of the County and the written assumption of the Provider's obligations by the third party.

3. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the Contract, the Provider shall comply with all applicable federal, state and local laws, regulations, and rules.

4. CONFIDENTIALITY OF PARTICIPANT INFORMATION

A. The Provider shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the Provider's performance of the services contemplated hereunder, except:

(1) As provided by law; or

(2) In the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

B. The Provider shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Provider to employ reasonable security measures, which include restricting access to the Confidential Information by:

(1) Each Provider will have a written policy for the appropriate use, storage, disclosure, modification and loss of Confidential Information in all formats and all staff will be trained in this policy. Documentation of training will be maintained by Provider.

(2) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

(3) Physically securing any computers, documents, portable devices such as smart phones, tablets, flash memory devices, portable hard disks and laptop/notebook/netbook computers if those items or other media containing Confidential Information may be transported out of a Secured area. Data will not be stored on portable devices or media unless:

(a) It is appropriately encrypted with a key length of at least 128 bits;
(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method;
(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity. Maximum period of inactivity is 20 minutes;
(d) Properly inventoried and controlled;
(e) Stored in a secured area;
(f) Under the control of Contractor staff at all times when in an unsecured location.

(4) Ensuring the security of Confidential Information transmitted via fax (facsimile) by:

(a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

(b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
(c) Verifying after transmittal that the fax was received by the intended recipient.

(5) When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:

(a) Transporting the data within the (State Government Network) SGN or Contractor's internal network, or;
(b) Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public internet.

(6) When transporting six (6) or more records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate:

(a) Use a Trusted System
(b) Encrypt the Confidential Information, including:
- Encrypting email and/or email attachments which contain Confidential Information
- Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

(7) Send paper documents containing Confidential Information via a Trusted System. When not in use, such records must be stored in a locked container such as a file cabinet, locking drawer or safe in a secured area accessible only to authorized personnel.

(8) DSHS data may be stored on portable or non-portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery process. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If so, such media will be protected as otherwise described in this contract. If this media is retired while DSHS Confidential Information still exists upon it, that data will be destroyed at that time in accordance with the approved destruction methods obtained from the County contact identified on the cover page of this Contract.

C. DSHS Data must be desegregated or otherwise distinguished from non-DSHS data. This is to ensure that when no longer needed by Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation:

(1) DSHS Data will be kept on media which will contain no non-DSHS Data. And/or,

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS Data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically separated from non-DSHS Data in a drawer, folder or other container.

(6) When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS Data with which it is comingled must be protected as described in the preceding paragraphs.

D. Upon request of the County or at the end of the Contract term, or when no longer needed, the Provider shall return the Confidential Information or certify in writing that the Provider employed a DSHS approved method to destroy the information. The Provider may obtain information regarding approved destruction methods from the County contact identified on the cover page of this Contract.

E. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed

through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping or incineration.

5. PROVIDER CERTIFICATION REGARDING ETHICS

Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the County Coordinator and DSHS Contact designated on the contract within one (1) business day of discovery. The Provider must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by the county, law or DSHS.

The Provider certifies that the Provider is in compliance with Chapter 42.23 RCW and Chapter 42.20 RCW; and shall comply with said RCW Chapters throughout the term of the Contract.

6. PROVIDER NOT AN EMPLOYEE OF COUNTY

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

For purposes of the Contract, the Provider acknowledges that the Provider is not an officer, employee, or agent of the County. The Provider acknowledges that the entire compensation for this Contract is specified in Special Terms & Conditions [Exhibit "A"] and the Provider is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Provider represents that it maintains a separate place of business, serves participants other than the County, will report all income and expense accrued under this Contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

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

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

7. NO GUARANTEE OF EMPLOYMENT

The performance of all or part of this Contract by the Provider shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Provider or any employee of the Provider or any Subcontractor or any employee of any Subcontractor by the County at the present time or in the future.

8. REGULATIONS AND REQUIREMENTS

This Contract shall be subject to all federal, state and local laws, rules, and regulations.

9. RIGHT TO REVIEW

This Contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Each subcontractor will be evaluated at least once per contract biennium. The evaluation system will incorporate Quality Assurance items and Quality Improvement measures incorporated with it. A copy of this evaluation system shall be made available to all subcontractors and the DDA upon request. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Contract and its performance, and any and all communications with or evaluations by service recipients under this Contract. The Provider shall preserve and maintain all financial records and records relating to the performance of work under this Contract for six (6) years after Contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

The Provider shall maintain records sufficient to:

A. document performance of all acts required by statute, regulation, rule, or the Contract;

B. substantiate the provider's statement of its organization's structure, tax status, capabilities, and performance;

C. demonstrate accounting procedures, practices and records which sufficiently and properly document the Provider's invoices to the County and all expenditures made by the Provider to perform as required by the Contract; and

D. establish and maintain adequate internal control systems: The Provider will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail that, operations can continue should staffing change or absences occur.

Documentation, books, records, and other evidence shall be kept at the company's Clallam County Office and will be available for examination by the County at reasonable times.

10. MODIFICATIONS

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

11. TERMINATION FOR DEFAULT

The County may terminate the Contract in whole or in part, by written notice to the Provider, if the County has a reasonable basis to believe that the Provider has:

A. failed to meet or maintain any requirement for contracting with the County;

B. failed to perform under any provision of the Contract;

C. becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors; and/or

D. otherwise breached any provision or condition of the Contract.

Before the County may terminate the Contract, the County may, by depositing written notice to the Provider in the U.S. Mail, postage prepaid, terminate the Contract, and at the County's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Provider shall not be entitled to receive any further payments under the Contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Provider. The Provider agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

However, the County may terminate the Contract without written notice and without opportunity for correction, if the County has a reasonable basis to believe that the Provider has failed to ensure the health or safety of any participant for whom services are being provided under the Contract or the Provider has violated any law, regulation, rule, or ordinance.

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

12. TERMINATION FOR CONVENIENCE

The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interest of the County. Whenever the Contract is terminated in accordance with this paragraph, the Provider shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by the

County at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by the County.

The Provider may terminate the Contract by giving the County at least thirty (30) calendar days' written notice addressed to: Director, Clallam County Department of Health and Human Services, 111 E 3rd Street · Port Angeles, WA 98362.

13. TERMINATION DUE TO INSUFFICIENT FUNDS

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

14. TERMINATION PROCEDURE

The following provisions apply in the event that this Contract is terminated:

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

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

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

15. DEFENSE AND INDEMNITY CONTRACT

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

16. INDUSTRIAL INSURANCE WAIVER

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

17. VENUE AND CHOICE OF LAW

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

18. WITHOLDING PAYMENT

In the event the County Project Manager determines that the Provider has failed to perform any obligation under this Contract within the times set forth in this Contract, then the County may withhold from amounts otherwise due and payable to Provider the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Provider to termination or damages, provided that the County promptly gives notice in writing to the Provider of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to

withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Provider of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Provider acts within the times and in strict accord with the provision of the Disputes clause of this Contract. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Provider, (3) to set off any amount paid or incurred from amounts due or to become due the Provider. In the event the Provider obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Provider by reason of good faith withholding by the County under this clause.

19. RIGHTS AND REMEDIES

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

20. PROVIDER'S COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

21. PATENT/COPYRIGHT INFRINGEMENT

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

A. That Provider shall be notified promptly in writing by County of any notice of such claim.

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

22. DISPUTES

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

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

(1) In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The original written materials will be submitted to the County Coordinator, who will then deliver the materials to a Dispute Resolution Board as described below. Copies of all written materials will be served upon the parties.

(2) If an appeal of the County Coordinator decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member. The Dispute Resolution Board will then attempt to resolve the dispute based upon the written materials provided by the County Coordinator.

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

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

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

23. OWNERSHIP OF ITEMS PRODUCED

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

24. RECOVERY OF PAYMENTS TO PROVIDER

The right of the Provider to retain monies paid to it is contingent upon satisfactory performance of this Contract, including the satisfactory completion of the project described in the Special Terms & Conditions [Exhibit "A"]. In the event that the Provider fails, for any reason, to perform obligations required of it by this Contract, the Provider may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Provider for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

25. PROJECT APPROVAL

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

Name:	Kelley Lawrence
Title:	Clallam County Coordinator for Developmental Disabilities
Address:	111 E 3rd Street · Port Angeles, WA 98362
Telephone:	360-417-2407
E-mail:	kelley.lawrence@clallamcountywa.gov
Fax:	360-452-9605

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

26. NON-DISCRIMINATION

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

27. SUBCONTRACTORS

This is a fee-for-service Contract and the Provider will not enter into subcontracts for any of the work expected by this Contract without first obtaining review and written approval of the subcontract by the County.

In the event that the Provider employs the use of any Subcontractors with the written approval of the County, the Contract between the Provider and the Subcontractor shall provide that the Subcontractor bound by the terms of this Contract between the County and the Provider. The Provider shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

28. THIRD PARTY BENEFICIARIES

This Contract is intended for the benefit of the County and Provider and not for the benefit of any third parties.

29. STANDARD OF CARE

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

30. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Contract unless a more specific time period is set forth in either the Special Terms & Conditions or Scope of Work

31. NOTICE

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

32. SEVERABILITY

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

33. PRECEDENCE

In the event of an inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

A. Applicable federal, state, and local law, regulations, rules, and ordinances;

B. the DSHS Basic Agreement;

C. this Contract, including Exhibits;

D. these General Terms & Conditions; and

E. any document incorporated in the Contract by reference.

34. WAIVER

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

35. ATTORNEY FEES

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

36. CONSTRUCTION

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

37. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Provider is out of compliance with any of the terms or conditions of this Contract, the following process will be pursued:

A. The County's DD Coordinator notifies the appropriate Provider staff of the potential non-compliance and an agreeable solution is reached.

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

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

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

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

E. Nothing in this section shall preclude audits by other duly authorized representatives of the County, the Department of Social and Health Services or other departments of State government, nor shall it preclude the recoupment of overpayments identified through those audit procedures.

38. EXECUTION, AMENDMENT AND WAIVER

The Contract shall be binding on the County only upon signature by the County Commissioners. The Contract may only be altered, amended, or waived by a written amendment executed by both parties. Only the County Commissioners have authority to alter, amend or waive the Contract on behalf of the County.

39. INSURANCE

The Provider shall maintain insurance as specified and shall pay for losses for which it is found liable. Without limiting the Provider's indemnification, it is agreed that the Provider shall maintain in force, at all times during the performance of this Contract, a policy or policies of insurance covering its operations and shall in each policy, name the County, its appointed and/or elected officers, officials, agents and/or employees as additional insureds.

The Provider shall maintain continuously during the term of this Contract public liability insurance with limits of liability not less than:

$ 500,000	each person, personal injury, including death
$1,000,000	each occurrence, personal injury, including death
$ 250,000	each occurrence, property damage liability
$2,000,000	aggregate
$1,000,000	Errors and Omissions per occurrence
$2,000,000	Errors and Omissions aggregate

The Provider shall inform the County in writing of any changes in insurance and provide County with a new certificate of insurance within twenty days of the change.

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

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

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

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

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

The County retains the right to withhold payment if the Provider does not provide timely and adequate proof of the insurance required by this Section.

The Provider shall ensure that vehicles used to transport participants as a part of services provided under this Contract are covered by a commercial vehicle insurance policy with a clear indication that clients may be transported by the provider and are covered under the policy. Further, each employee driving clients shall have their personal automobile insurance, driver's license and current driving abstract on file at the Provider's administrative office.

The Provider shall maintain Worker's Compensation coverage as required by the Industrial Insurance Act of the State of Washington.

The Provider agrees to maintain a fidelity bond in the amount of Twenty Thousand Dollars ($20,000) which covers all individuals responsible for the administration of funds. Evidence of the fidelity bond shall be provided to the County within thirty (30) calendar days of the date of this Contract. The Provider will inform the County in writing of any change in the bond and provide evidence of continuing bonding coverage within thirty (30) calendar days of the change.

40. AUDITS

The Provider shall demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

Except as set forth herein, for contracts up to and including one year in length, an independent financial audit ("audit") of funds shall be performed. For contracts in excess of one year and up to and including two years, an independent financial review ("review") of funds shall be performed in the first year of the Contract and an audit shall be performed in the second year.

The Provider is required to submit to the County a copy of the independent auditor's or reviewer's final report within thirty (30) days following the issuance of the report. Additionally, the Provider shall provide comments on the findings and recommendations in the report, including a plan for Corrective Action.

The Provider will submit their plan for audit or review to the County by **September 1, 2024,** including time frame for completion of audit or review, standards by which they will be audited or reviewed, and the name of the individual or organization who will complete the audit or review, the Provider's total federal funding, and determination of the applicability of a Single Audit.

Audits and reviews must be submitted within the time frame described in the Provider's plan. Any audit or review must be in accordance with all applicable Federal and State statutes, as well as the State to County Basic Agreement.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Audits and reviews shall be conducted to determine compliance with the rules and regulations of each program service. In accordance with RCW 74.09.200, only those participant records or portions thereof, for which services were reimbursed by the County, may be examined.

If the Provider is a subrecipient of federal awards as defined by the Office of Management and Budget (OMB), the Provider shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance numbers. The Provider shall make the Provider's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DSHS and the County. The Provider shall incorporate audit requirements into all contracts between the Provider and its Subcontractors who are subrecipients. The Provider shall comply with any future amendments to the Federal Code of Regulation for Single Audits and any successor or replacement Circular or regulation.

If the Provider expends $750,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Provider shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Provider shall submit to the County contact person the data collections form and reporting package specified in the Federal Code of Regulation for Single Audits, reports required by the program specific audit guide, if applicable, and a copy of any management letters issued by the auditor.

41. TREATMENT OF ASSETS PURCHASED BY PROVIDER

Except as provided in the Contract, title to all assets (property) purchased or furnished by the Provider is vested in the Provider and the County waives all claim of ownership to such property.

42. TREATMENT OF PARTICIPANT ASSETS

Except as otherwise provided by court order, the Provider shall ensure that any participant for whom the Provider is providing services under the Contract shall have unrestricted access to the participant's personal property. The Provider shall not interfere with the participant's ownership, possession, or use of such property. Upon termination of the Contract, the Provider shall immediately release to the participant all of the participant's personal property.

43. TREATMENT OF COUNTY ASSETS

Except as otherwise provided in the Contract, title to all assets (property) purchased or furnished by the County for use by the Provider during the Contract term shall remain with the County. During the term of the Contract, the Provider shall protect, maintain, and insure all County property in the Provider's possession against loss or damage.

44. TITLE XIX WAIVER PROVISO

Participants identified as covered under Division of Developmental Disabilities' home and community-based waiver programs shall not be funded under this Contract when services are available from the Division of Vocational Rehabilitation under PL 94-142, Title V, Section 504 of the Rehabilitation Act of 1973 or under Social Security programs which assist with employment options under PL 99-643, Section 1619(a) Employment Opportunities for Disabled Americans Act, 1986, PASS or IRWE plans.

The Provider assures that documentation is on file with the County assigning to the County its Medicaid billing rights for services to participants eligible under DDA's home and community-based waivers. Such services must be purchased no differently from the way services are purchased for participants not eligible under the waiver. Services must be purchased on a Fee for Service basis to satisfy the Title XIX Contract.

45. HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT of 1996 (HIPAA)

In addition to any other confidentiality requirements set forth herein, the Provider shall comply with the following provisions if it constitutes a "business associate" as that term is defined in 45 CFR §160.103, as now or hereafter amended.

A. The Provider is not authorized to use or further disclose "Protected Health Information" (PHI) as that phrase is defined in 45 CFR § 164.501, as now or hereafter amended, in a manner that would violate the requirements of 45 CFR § 165.504(e), as now or hereafter amended, if done by the Clallam County, except that:

(1) The Provider may use and disclose PHI for the proper management and administration of the Provider, as provided in paragraph 45 CFR § 164.504(e) (4); and

(2) The Provider may provide data aggregation services relating to the health care operations of Clallam County.

B. The Provider will

(1) Not use or further disclose the information other than as permitted or required by this Contract or as required by law;

(2) Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Contract;

(3) Report to Clallam County any use or disclosure of the information not provided for by this Contract of which it becomes aware;

(4) Ensure that any agents, including a Subcontractor to whom it provides PHI received from, or created or received by the Provider on behalf of, Clallam County agrees to the same restrictions and conditions that apply to the Provider with respect to such information;

(5) Make available PHI in accordance with 45 CFR § 164.524;

(6) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR §164.526;

(7) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

(8) Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Provider on behalf of, Clallam County available to the Secretary for purposes of determining Clallam County's compliance with this subpart; and

(9) At termination of the Contract, if feasible, return or destroy all PHI received from, or created or received by the Provider on behalf of, Clallam County that the Provider still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

C. In addition to any other termination clause herein, this Contract may be terminated by Clallam County if Clallam County determines that the Provider has violated a material term of this provision.

D. The Provider may use the information it has received in its capacity as a business associate to Clallam County, if necessary:

(1) For the proper management and administration of the Provider; or

(2) To carry out the legal responsibilities of the Provider.

E. The Provider may disclose the information it has received in its capacity as a business associate for the purposes described in 4 of this section, if:

(1) The disclosure is required by law; or

(2) (a) The Provider obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
(b) The person notifies the Provider of any instances of which it is aware in which the confidentiality of the information has been breached.

46. SURVIVAL

Without being exclusive, Paragraphs 7, 10, 16-22, 24-25 and 34-37 of these General Terms & Conditions shall survive any termination, expiration or determination of invalidity of this Contract in whole or in part. Any other Paragraphs of this Contract which, by their sense and context, are intended to survive shall also survive.

47. ENTIRE CONTRACT

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

48. DEBARMENT CERTIFICATION

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

49. BACKGROUND/CRIMINAL HISTORY CHECK

A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS participants, in accordance with RCW 43.43.830-845, RCW 74.15.030 and chapter 388.06 WAC. Character Competence and Suitability Reviews, if required, will be updated every three years.

If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the County shall deny payment for any subsequent services rendered by the disqualified individual provider.

It is required that the DSHS Background Check Central Unit (BCCU) be utilized to obtain background clearance.

50. REPORTING ABUSE AND NEGLECT

The Provider and its subcontractors under this contract will comply with RCW 74.34 and RCW 26.44 to the extent required by law. If the County is notified by DSHS that a Provider (or any of their staff, volunteers or authorized agents) is cited or on the registry for a substantiated finding, then associated staff will be prohibited from providing services under this contract.

DATA SECURITY REQUIREMENTS

1. DEFINITIONS

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

A. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

B. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

C. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

D. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, O365, and Rackspace.

E. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

F. Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

G. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

H. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

I. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

J. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

K. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or

comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

L. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

M. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. AUTHORITY

The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. ADMINISTRATIVE CONTROLS

The Contractor must have the following controls in place:

A. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

B. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

C. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. AUTHORIZATION, AUTHENTICATION AND ACCESS

In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

A. Have documented policies and procedures governing access to systems with the shared Data

B. Restrict access through administrative, physical, and technical controls to authorized staff.

C. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action

D. Ensure that only authorized users are capable of accessing the Data.

E. Ensure that an employee's access to the Data is removed immediately:

(1) Upon suspected compromise of the user credentials.

(2) When their employment, or the contract under which the Data is made available to them, is terminated.

(3) When they no longer need access to the Data to fulfill the requirements of the contract.

F. Have a process to periodically review and verify that only authorized users have access to systems containing

DSHS Confidential Information.

G. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

(1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

(2) That a password does not contain a user's name, logon ID, or any form of their full name.

(3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

(4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

H. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

(1) Ensuring mitigations applied to the system don't allow end-user modification.

(2) Not allowing the use of dial-up connections.

(3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

(4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

I. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

J. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

K. Render the device unusable after a maximum of 10 failed logon attempts.

5. PROTECTION OF DATA

The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

A. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.

B. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

C. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism

D. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

E. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

F. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

G. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections::

(a) Encrypt the Data.
(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
- Keeping them in a Secure Area when not in use,
- Using check-in/check-out procedures when they are shared, and
- Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

H. **Data stored for backup purposes.**

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition

I. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation for your records in writing that all such procedures will be uniformly followed.
(b) The Data will be Encrypted while within the Contractor network.
(c) The Data will remain Encrypted during transmission to the Cloud.
(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
(e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor.
(f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network
(g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. SYSTEM PROTECTION

To prevent compromise of systems which contain DSHS Data or through which that Data passes:

A. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

B. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

C. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

D. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. DATA SEGREGATION

A. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non- DSHS data in a drawer, folder, or other container.

B. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. DATA DISPOSITION

When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.

Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. NOTIFICATION OF COMPROMISE OR POTENTIAL COMPROMISE

The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. DATA SHARED WITH SUBCONTRACTORS

If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub- Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

2d

OCT 2 4 2023

AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date: October 16, 2023**

REGULAR AGENDA ☒ **Meeting Date: October 24, 2023**

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

Item summary:

☐ Call for Hearing
☒ Contract/Agreement/MOU - Contract # 11331-23-MSIDE
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached Provider Contract is between Clallam County Health and Human Services and Morningside for adult developmental disability services. The purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons who experience intellectual and developmental disabilities. The contract period is July 1, 2023 to June 30, 2025.

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

Funds are already in the HHS budget.

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

Please approve and sign.

County Official signature & print name: Kevin L. Dees

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: HHS

Date submitted: October 10, 2023

11331-23-MSIDE

PROVIDER CONTRACT
Morningside

This PROVIDER CONTRACT is entered into and effective July 1, 2023 through June 30, 2025 between CLALLAM COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES, hereinafter referred to as "County" and Morningside, hereinafter referred to as "Provider".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

Main Phone: (360) 417-2303
Fax: (360) 452-9605

Contact Person: Kelley Lawrence, Clallam County Coordinator for Developmental Disabilities
Contact Phone: (360) 417-2407
Contact E-Mail: kelley.lawrence@clallamcountywa.gov

Provider: Morningside
809 Legion Way SE/PO Box 7936
Olympia, WA 98507
Phone: (360) 493-0512
Fax: (360) 596-3552
E-mail: jpleger@mside.org
Contact Person: Jonathan Pleger, President/CEO
Service Modality: Individual Supported Employment
Community Inclusion
Community Information & Education
County Millage: Sequim School District
Quillayute Valley School District
Port Angeles School District

Funding Authority:
DSHS Basic Agreement # 1783-86259
DDA County Services Agreement # 2363-48800
DSHS, DDA Home & Community Based Waiver Program (CMS)
Tax Identification Numbers:
IRS #: 91-0757099
UBI #: 324-010-568

This Contract is comprised of:

Exhibit "A"	Special Terms & Conditions
Exhibit "B"	General Terms & Conditions
Exhibit "C"	Data Security Requirements

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

IN WITNESS WHEREOF, the parties have entered this Contract on this ___day of _____, 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

Mark Ozias, Chair

MORNINGSIDE:

Jonathan Pleger, President/CEO — 10/4/2023 Date

ATTEST:

Loni Gores, Clerk of the Board

APPROVED AS TO FORM:

Approved as to form only by:
Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS SPECIFIC TO PROGRAM AGREEMENT

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

A. "Acuity Level" means the level of a Client's abilities and needs as determined through the DDA assessment.

B. "Additional Consumer Services" refers to indirect Client service types as follows:

(1) "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(2) "Training": To increase the job-related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also, to enhance program related skills of board or advisory board members.

(3) "Other Activities" reserved for special projects and demonstrations categorized into the following types:

(a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like generic job development e.g. "Project Search".

(b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

(c) Partnership Project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed.

C. "Client" means a person with a developmental disability as defined in Chapter 388-823 WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.

D. "Competitive Integrated Employment" means work performed by a Client on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The Client must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

E. "Consumer Support" refers to direct Client service types as follows:

(1) "Community Inclusion" or "CI": means individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of Individual Supported Employment for working age individuals who have received nine months of employment support.

(2) "Individual Supported Employment" or "ISE": services are a part of a Client's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons who experience intellectual and developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce.

These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

(3) "Individualized Technical Assistance" or "ITA": Services are a part of a Client's pathway to Supported Employment or Community Inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to Supported Employment or Community Inclusion. This is in addition to supports received through Supported Employment or Community Inclusion services for Clients who have not yet achieved their goal.

F. "County" is the political subdivision of the state of Washington and the county or counties entering into this Program Agreement.

G. "DDA Case Resource Manager (CRM)" means a Case Manager for DDA Clients.

H. "County Service Authorization (CSA)" means an authorization for County services.

K. "Developmental Disabilities (DD)" means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.

L. "Developmental Disabilities Administration (DDA)" means a division within the Department of Social and Health Services.

M. "DDA Regional office (DDA Region)" means the regional DDA office that supports DDA clients.

N. "Division of Vocational Rehabilitation (DVR)" means a division within the Department of Social and Health Services.

P. "General Terms and Conditions" means the contractual provisions contained within that agreement, which govern the contractual relationship between DSHS and the County.

Q. "Medicaid Home and Community Based Services (HCBS)" means services that occur in a Client's home or community rather than institutions or other isolated settings. These programs serve a variety of targeted populations groups, such as people with intellectual or developmental disabilities, physical disabilities, and/or mental illnesses.

S. "Preadmission Screening and Resident Review (PASRR)" means individuals with intellectual disabilities or related conditions (ID/RC) who have been referred for nursing facility (NF) care.

T. "Person Centered Service Plan or PCSP" means a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.

U. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.

V. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

W. "Service Provider" is a qualified Client service vendor who is contracted to provide Employment and Day Program services.

X. "Subcontractor" is the service provider contracted by the County to provide services.

Y. "Transition Program" is a partnership between the County and the School Districts providing transition services focusing on providing vocational training and/or supported employment opportunities to eligible district students between the age 16 and 21 (Transition Year).

2. TERM OF CONTRACT

Term of this contract shall be July 1, 2023 through June 30, 2025.

3. PURPOSE

This Program Agreement is entered into between the Developmental Disabilities Administration and the County in accordance with Chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

4. CLIENT ELIGIBILITY

Client eligibility and service referral are the responsibility of DDA under Chapter 388-823 WAC (Eligibility) and Chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without a current County Service Authorization are not reimbursable under this Program Agreement.

5. CREDENTIALS AND MINIMUM REQUIREMENTS

A. Qualified Service Providers: The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services.

B. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The County assures that each subcontractor has agreed to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Program Agreement. Written documentation shall be available to DSHS on request.

C. Reporting Abuse and Neglect: The County staff and its subcontractors who are mandated reporters under RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, RCW 74.34.040 and Chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.

6. STATEMENT OF WORK

A. The Provider shall comply with the following referenced documents found at DDA Internet site https://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) DDA Policy 4.11, County Services for Working Age Adults;

(2) Chapter 388-850 WAC, Chapter 388-828 WAC, Chapter 388-845 WAC Sections 0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040, 2100, 2110;

(3) Criteria for Evaluation;

(4) DDA Guiding Values;

(5) Guide to Achieve DDA's Guiding Values;

(6) DDA Guidelines for Community Assessments within Employment Services; and

(7) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

(8) Acuity Scale Guideline Chart

B. QUALIFIED PROVIDERS

A qualified provider must be a County or an Individual or Agency contracted with a County or DDA.

C. TECHINCAL ASSISTANCE

The County will contract with Technical Assistance providers that may be utilized by Counties with prior written approval.

D. SUBCONTRACTORS

The County will pass on all applicable contractual requirements that are between DDA and the County to the subcontractor. The County shall immediately notify the DDA Region of the County's intent to terminate a subcontractor who is serving a DDA referral. Individuals or agencies contracted with a County or DDA may not subcontract for Employment or Community Inclusion services.

E. EMPLOYMENT AND DAY PROGRAM SERVICE PROVIDERS FOR CONSUMER SUPPORT SERVICES

The County shall provide or contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) Client's with similar interests and needs.
(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable a Client to meet or exceed living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on the Client's demonstrated need, acuity level and work history per Chapter 388-828 WAC.

(3) The Client's DDA PCSP is the driver for service. The AWA County Service Authorization (CSA) and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

(4) All Clients will have an Individualized Employment and/or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the County, Client, their DDA Case Resource Manager (CRM), Guardian and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the County, Client, CRM and/or Guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the Client's individualized goal(s).

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment have not obtained paid employment at minimum wage or higher within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;
(b) Provide evidence of consultation with the Client/Guardian; and
(c) Develop additional strategies with the Client/Guardian, County Staff, Employment Support Staff, Case Manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the Client's pursuit of employment. The additional strategies will be documented for each Client and kept in the

Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six-month progress report in the next six-month progress report.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County or DDA approves the continuation of long-term supports where the service provider is also the Client's employer, the County or DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment can include Supported Self-Employment. Supported Self-Employment, if an applicable goal, must meet the following requirements:

(a) Adhere to Washington State DDA Self-Employment Policy Guidelines
(b) Determine that the proposed activity is a business according to IRS Guidelines
(c) Once it has been determined the activity will meet IRS rules for a business, the self-employed person receiving DDA employment supports will:
- Demonstrate the individual receiving services owns and operates the business;
- Provide a Business Plan to the County and DDA demonstrating feasibility as determined by DVR or a neutral, agreed-upon third party business expert;
- Become licensed if required and follow all local, state, and federal regulations and rules;
- Establish benchmarks for profitability and demonstrate progress is being made toward reaching those profit benchmarks; and
- Demonstrate the business will likely provide a living wage.

(11) Individual Employment staff hours must be attributed to the "Individual Employment Billable Activities".

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42 C.F.R. Section 441.301(c)(4), including that:

(a) The setting is integrated in the greater community and supports Client's to have full access to the greater community;
(b) Ensures the Client receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and
(d) The setting facilitates individual choice regarding services and supports, and who provides them.

F. TRANSPORTATION (IE and CI)

It is the Provider's responsibility to inform clients that transportation is not the responsibility of the Provider to supply. Transportation training may include coordination of the multiple transportation services, training the individual in use of public transportation, supports for the individual to obtain a driver's license, walking, bicycling or use of the client's family, friends or co-workers to provide transportation. The Provider shall assess and document in the Progress Report each client's transportation needs.

The Provider shall assist each client to access public or specialized transportation for any activity sponsored as a part of Individualized Supported Employment and/or Community Inclusion services. It is expected that public or specialized transportation will be utilized, except as detailed in the transportation plan. The cost of transportation is included in the fee for service that a Provider receives.

If no other viable transportation options are available, the Provider may transport clients in Provider or employee vehicles provided that:

(1) Provider complies with the automobile insurance requirement set forth in the Provider Contract;

(2) Automobile insurance specifically indicates that the provider is covered for transporting clients;

(3) A Transportation Assessment and Plan must be submitted for approval to the County and CRM if this is the only feasible mode of transportation. The County and CRM must approve the submitted Transportation Assessment and Plan.

G. COMMUNITY INFORMATION & EDUCATION AND COUNTY MILLAGE FUNDS

Community Information & Education refers to costs incurred by the program for activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services, activities aimed at promoting public awareness and involvement; community consultation, capacity building and organization activities.

In addition, Provider may use Community and Education and Millage funds to accomplish any of the following certifications and/or trainings that support professional development that enables staff to support individuals with developmental disabilities:

Certification as Certified Employment Support Professionals (CESP)

The Certified Employment Support Professional (CESP) credential recognizes individuals who have demonstrated a sufficient level of knowledge and skill to provide integrated employment services to a variety of populations.

Submit proof of successful passage of the CESP certification exam. One page summary report documenting date, time and location of exam with notification of passage of the exam.

APSE or Other Employment Appropriate National Convention or Training

Provider must submit request to the County, in writing, for requested attendance to the Convention or Training. Upon approval from the County, Provider shall provide County with all applicable backup documentation for reimbursement. This includes but is not limited to conference agenda, receipts for travel reimbursement, any handouts applicable to the convention or training, and any other documentation required or requested by the County.

Other Trainings and/or Professional Development

Other trainings and professional development opportunities may be approved (requires prior written approval by the County). All trainings and professional development must support the provider in attaining new and/or continued knowledge that increases the staff's effectiveness in supporting clients in Community Inclusion and in securing, supporting or improving the employment status of clients served by the Provider in Supported Employment.

H. QUALITY ASSURANCE AND SERVICE EVALUATION

The County shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The County's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to DDA for review.

I. EVALUATION

The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor every two (2) years. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DDA upon request.

J. PARTNERSHIP PROJECT

School District Transition Program

Provide Transition services for eligible students authorized by the applicable School District between the ages of sixteen and twenty-one when selected by the student and their family and referred by the School District. Transition services shall promote collaboration among DVR, School District, County, DDA, and community agencies that support the transition of students from school to employment and/or post-school activities leading to employment, including career exploration.

Transition services will include the following:

(1) Collaborate with School District Staff and keep them informed of activities, progress and timelines as outlined in the IEP;

(2) Effectively communicate with the Student, the Student's Family, the Student's Classroom Teacher and their Case Resource Manager informing them of activities, progress and timelines as outlined in the IEP;

(3) Develop individualized Progress Reports every six months;

(4) Work closely with School District Staff for purposes of transportation needs and other supports; and

(5) Provide Monthly Case Notes with all billings to the County that include:

(a) Name of School District
(b) Student's name;
(c) Direct service hours to the student;
(d) Dates and hours of service on behalf of the student including but not limited to scheduling transportation, name and date employer(s) contacted (initial and follow-up) and job development;
- Student's wages earned;
- Hours worked; and
- Progress on work skills and behaviors as identified and outlined on IEP.

(6) Employment Plans:

(a) All students will have an Individualized Employment Plan to identify student's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the student's individualized plan will be provided to the County, Student, their DDA Case Resource Manager (CRM), Guardian and others as appropriate.
(b) Six-month progress reports describing the progress made towards achieving student's goal will be provided by the service provider to the County, Student, CRM and/or Guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the student's individualized goal(s).
(c) All student's will be contacted by their service provider according to Student need and at least once per month.
(d) If students in the Transition Employment Program have not obtained paid employment at minimum wage or higher within **six (6) months,** the County will assure the following steps are taken:
- Review the progress toward employment goals;
- Provide evidence of consultation with the Client/Guardian; and
- Develop additional strategies with the Client/Guardian, County Staff, Employment Support Staff, CRM, and others identified by the Student. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the Student's pursuit of employment. The additional strategies will be documented for each Student and kept in the Student's file(s).

(e) If after twelve (12) months the Student remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six-month progress report in the next six month progress report.

(7) Approval of billing invoices require the submittal of monthly case notes and documentation of service dates and hours provided on the County approved form.

(8) Services during July and August must be approved by the IEP team and the School District. The school will determine if Extended School Year (ESY) is available for these services and will notify the County in writing of any such approval. If needed, a new CSA will be written to cover services during the months of July and August.

(9) Students will not be transported in private staff vehicles. Transportation training may include coordination of the school's transportation services, training the individual in use of public transportation, supports for the individual to obtain a driver's license, walking, bicycling or use of the student's family to provide transportation.

(10) The Provider shall assess and document in the Transportation Assessment and Plan each student's transportation needs. The Provider shall assist each student to access public or specialized transportation for any activity sponsored as a part of Transition services. It is expected that public or specialized transportation will be utilized, except as detailed in the transportation plan. The cost of transportation is included in the fee for service that a Provider receives.

(11) If no other viable transportation options are available, the Provider may transport students in Provider or employee vehicles provided that

(a) Provider complies with the automobile insurance requirement set forth in the Provider Contract;
(b) Automobile insurance specifically indicates that the provider is covered for transporting students;
(c) Transportation Assessment and Plan indicates this is the only feasible mode of transportation.

7. CLIENT'S INDIVIDUALIZED PLAN

The Client's DDA PCSP is the driver for service. The CSA will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

All Clients will have an Individualized Supported Employment, Community Inclusion or Transition plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, the County, Guardian and others as appropriate. Semi-annual progress reports that describe the outcomes of activities will be provided by the provider and given to the County, the Client, their CRM, and others as appropriate. The report will summarize the progress made towards the Client's individualized goals.

Provider shall complete the progress report within 30 days of service starting and provide a semi-annual progress report six months after the initial report.

Failure to submit the progress reports within the appropriate timelines will result in billing not being processed until the plans are completed.

All Clients will be contacted by their service provider according to Client need and at least once per month.

Provider employment staff will attend the annual assessment and Case Manager PCSP development meeting, when properly notified with at least two weeks' advance notice, for each client the provider serves.

If Clients in Individual Employment have not obtained paid employment at minimum wage or better within **six (6) months,** the Provider and County will assure the following steps are taken:

A. Review the progress toward employment goals;

B. Provide evidence of consultation with the Client/Guardian; and

C. Develop additional strategies with the Client/Guardian, County Staff, Employment Support Staff, Case Manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).
If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report.

Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

8. PROVIDER RESPONSIBILITIES

For State funded services, the Provider agrees to serve only persons referred by DDA who are eligible for direct client services under this Provider Contract. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. The Provider agrees to consider clients for service acceptance upon receipt of referral from County. All referred clients will have the opportunity to participate in vendor interviews and select the provider of their choice after interviews. A client may also self-select and waive their participation in interviews, but, the appropriate form must be completed and signed indicating their selection.

The Provider agrees to provide authorized services, participate in conferences and consult with State DDA Case Resource Managers and County staff to implement changes in client services, if needed. Any change in a client service, including a change in hours of service, will be preceded by an approved and signed County Service Authorization form (CSA).

The Provider will clearly communicate to the client, prior to beginning services, the minimum and maximum service hours per month they can expect to receive. The amount of service hours a client receives is based upon the client's demonstrated need, acuity level, work history and documented special conditions per the Services Level Guidelines. If a change in the minimum and/or maximum service hour(s) is expected, the Provider will inform the client prior to the change. The client minimum and maximum service hour(s) are reflected in the County Service Authorization and updated planned rates information will not exceed the client's DDA PCSP. The amount of service the client receives should match the County Service Authorization and updated Planned Rates information.

The Provider will have at least one hour of face-to-face contact with each client they are authorized to serve. This contact must consist of at least one hour per month in order to bill for services during that month.

Services and programs shall be provided consistent with related RCW, WAC, Clallam County Program Contract and County Mandatory Requirements.

The Provider shall participate in regularly scheduled meetings between County DD staff and DDA staff to remain updated and current.

At least 40 documented hours of County-approved training per Fiscal Year (July 1 – June 30) will occur for each FTE staff person who provides services in this modality. The provider shall keep track of all training received for each staff person.

9. PROGRAM/SERVICE FUNDING AND RATES

A. REIMBURSEMENT OF CLIENT SERVICE

(1) This contract is fee-for-service. The contractor will not be reimbursed for service hours/units provided above the maximum service hours/units documented on the client's DDA PCSP or activities outside the scope of the *Individual Employment Billable Activities and/or Community Inclusion Billable Activities* documents.

(2) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(3) The County shall reimburse the Contractor for services outlined in the Clallam County 2023-2025 ISE, CI and Transition Program Rate Schedule, which will be distributed prior to the initiation of the contract and upon any subsequent changes.

(4) Rate Schedule will be adjusted, as needed, to the DDA maximum allowable rate. The County will provide notification to DDA and Providers prior to implementing a rate adjustment that is less than the maximum allowable.

B. The Individual Employment Billable Activities document defines the individual Client services that DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices

C. The Community Inclusion Billable Activities document defines the individual Client services DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

D. **COUNTY TRANSITION PROGRAM**

(1) 1 unit = 1 hour

(2) Maximum 20 hours per month

(3) 1:1 Ratio Only

(4) Daily Case Notes are submitted with billing

(5) Six-Month Progress Reports Required (see section "Partnership Project" and "Client's Individualized Plan)

E. **COMMUNITY INFORMATION AND EDUCATION**

Provider, with prior written approval from County, may attend or provide community information and trainings that further the education of the community and/or staff regarding the inclusion of individuals with intellectual and developmental disabilities into the workforce and/or community. Provider must provide the required documentation of attendance and expenses per county policy and request of the county before reimbursement.

The Total Maximum Compensation for completion of all Community Information and Education payment points shall not exceed **$5,000.**

10. BILLINGS, PAYMENTS AND REPORTS

Billings and documentation shall be submitted no later than the 10th day of the month, following the month in which such expenses were incurred. Billing in December shall be submitted no later than the 3rd day of the month for services provided in November. Later submissions in December will result in payments delayed until the end of January. The County shall pay for services once a month.

Billings and documentation must be submitted electronically in accordance with requirements of the Washington State AWA Billing System. No payments will be made to the Provider until a timely and accurate billing report is received by the County. Billing reports requiring corrections must be completed and resubmitted by the 20th day of the month. Failure to satisfy such requirements may result in a delay in payment.

Providers must submit a Contract Certification form with signature each month when they submit their billing reports electronically. This form must be received in the County office by the 20th day of the month. No payments will be made to the Provider until this form is received by the County. Failure to satisfy such requirements may result in a delay in payment.

A current Clallam County CSA must be in effect for each client. Billing for services shall not exceed authorized amounts as indicated on the CSA. Authorized units of service are pristine to the individual client as assigned and noted on the CSA. No sharing of hours between clients is allowed.

Corrected billings and documentation including re-posted billing information will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year. Payment will not be made on any invoice submitted past sixty (60) calendar days after the Program Agreement fiscal year.

Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Provider Contract when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

11. DSHS/DRW ACCESS AGREEMENT

The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The County assures that it and its subcontractors have reviewed the Access Agreement. The agreement covers DRW's access to individuals

with intellectual and developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

12. CONFIDENTIAL INFORMATION

All Counties and their subcontractors must:

A. Ensure the security of Confidential Information, and

B. When transporting client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments
(b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

13. SERVICE STANDARDS

All providers of employment/day program services contracting with Clallam County to serve eligible individuals with intellectual and developmental disabilities shall meet the following qualifications:

A. Compliance with APSE CESP Code of Conduct, Sections 1 and 3 regardless of certification status;

B. Assurance that potential conflict of interest (real or apparent) will not arise. Such a conflict would arise when the employee, officer or agent, any member of immediate family, guardian/decision-maker, or an organization which employs, or is about to employ, any of the above has financial or other interest in the client.

C. Documentation of experience, knowledge and performance in providing services to individuals with intellectual and developmental disabilities will be maintained.

D. The following indicators will be incorporated into an agency's overall written performance plan and the agency will document progress over time. An employment service performance plan must include for each acuity level, the following client data:

(1) Number of new jobs;

(2) Number of jobs lost and reason for job loss;

(3) Percentage of clients employed earning minimum wage or higher; and

(4) Average number of hours worked by client.

E. Documented history of working cooperatively with community-based organizations including employers, the Division of Vocational Rehabilitation (DVR) and schools;

F. Demonstrated methods for providing services based on individual needs as outlined in a client's plan;

G. Commitment to support integration of individuals with intellectual and developmental disabilities with people who are not disabled;

H. The administrative capabilities necessary to safeguard public funds including: maintaining accurate accounting books, records, documents and other materials relevant to the provision of goods and services;

I. A management system that provides for systematic accumulation, filing and retention of timely reports to the County, DDA and/or for federal audits;

J. Sufficient Policies and Procedures for establishment and maintenance of adequate internal control systems: The Provider will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur;

K. Compliance with the qualifications outlined in DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services;

L. To be a qualified service provider of employment services, an agency must employ at least one or more individuals who:

(1) Have at least two years of experience – or an Employment Professional Certificate from Highline Community College or CESP Certification and one year of experience - related to the employment services the agency provides to DDA clients;

(2) Experienced staff that have documented current training and/or continued education on best employment practices. Additionally experienced staff must have the skill and ability to impart this information to frontline/direct line staff and maintain evidence of doing so.

(3) Staff core competencies will include the following at minimum:

(a) Developing, obtaining, and maintaining community-based employment placements with minimum wage compensation or greater;
(b) Conducting Discovery assessments;
(c) Goal and career planning;
(d) Job preparation;
(e) Job development;
(f) Work place and job analysis;
(g) Job Coaching, including task design and training, support strategies, and natural support;
(h) Documenting goals and writing reports clearly; and
(i) Knowledge of Social Security benefits.

M. Ensures that direct service staff are 18 years of age or older, have received training and have documented knowledge in the following areas:

Prior to working with clients:

(1) Client Confidentiality

(2) Current individual instruction and support plans for each client with whom the employee works

(3) DDA Policy 4.11 County Services for Working Age Adults (adult services only)

(4) DDA Policy 5.06 Client Rights

(5) DDA Policy 5.13 Protection from Abuse: Mandatory Reporting

(6) DDA Policy 6.08 Incident Management and Reporting Requirements for County and County-Contracted Providers

(7) DDA Policy 9.03 Employee Protection from Bloodborne Pathogens

(8) DDA Policy 12.01 Incident Reporting and Management for DDA Employees

(9) DDA Policy 13.01 Public Disclosure of Records and Safeguarding of Confidential Information

(10) DDA Policy 14.01 Environmental Safety

(11) Competencies including:

(a) Values that support the abilities of each individual
(b) Effective Communication – The ability to effectively listen and to make one's self understood
(c) Planning methods
(d) Crisis Prevention and Intervention

Within One Month of Employment Start Date:

Overview of DDA Policies, including:

(a) DDA Policy 3.01 Service Plans
(b) DDA Policy 5.03 Client Complaints
(c) DDA Policy 5.14 Positive Behavior Support Principles
(d) DDA Policy 5.15 Restrictive Procedures: Community
(e) DDA Policy 5.17 Physical Intervention Techniques
(f) DDA Policy 5.19 Functional Assessment and Positive Behavior Support Planning for Youth in Staffed Residential Settings
(g) DDA Policy 5.20 Restrictive Procedures and Physical Interventions with Children and Youth
(h) DDA Policy 5.23 Functional Assessments and Positive Behavior Support Plans: Employment and Day Program Services

Within Three Months of Employment Start Date:

(a) Program skill development
(b) DDA Policy 5.02 Necessary Supplemental Accommodation
(c) DDA Policy 5.05 Limited English Proficient (LEP) Clients
(d) DDA Policy 13.04 DRW Access to Client Records Maintained by DDA

N. Ensures that all direct service staff review new and updated County and DDA policies when issued. Staff review will be documented in provider's file.

O. Ensures that direct service staff are licensed or registered when appropriate/required.

P. Proof of Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees and/or volunteers who may have unsupervised access to vulnerable DDA Clients, in accordance with Chapter 43.43 RCW Sections 830-845, RCW 74.15.030, and Title 388 WAC. If the Provider reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the County shall deny payment for any subsequent services rendered by the Provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.

Q. The Provider and all their staff members are mandated reporters under RCW 74.34.020(1) and must comply with reporting requirements described in RCW 74.34.035, RCW 74.34.040 and Chapter 26.44 RCW. If the County is notified that a Provider staff member is cited or on the registry for a substantiated finding, then that staff member will be prohibited from providing services under the Clallam County Provider Contract.

R. The Provider will promptly report to DSHS and the County per DDA Policy 5.13, *Protection from Abuse: Mandatory Reporting*, if:

(1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,

(2) If they have reason to suspect that sexual or physical assault of such a person has occurred they shall also immediately report to the appropriate law enforcement agency.

S. The Provider will assure adequate staffing levels to provide all services and when staffing is not adequate will inform the County when staffing is not adequate to serving potential clients.

GENERAL TERMS & CONDITIONS

1. SCOPE OF PROVIDER'S SERVICES

The Provider agrees to provide to the County services and any materials set forth in the Special Terms & Conditions [Exhibit "A"] during the Contract period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Contract.

2. ASSIGNMENT

The Provider may not assign any of the Provider's Contract rights or obligations to a third party without the prior, written consent of the County and the written assumption of the Provider's obligations by the third party.

3. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the Contract, the Provider shall comply with all applicable federal, state and local laws, regulations, and rules.

4. CONFIDENTIALITY OF PARTICIPANT INFORMATION

A. The Provider shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the Provider's performance of the services contemplated hereunder, except:

(1) As provided by law; or

(2) In the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

B. The Provider shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Provider to employ reasonable security measures, which include restricting access to the Confidential Information by:

(1) Each Provider will have a written policy for the appropriate use, storage, disclosure, modification and loss of Confidential Information in all formats and all staff will be trained in this policy. Documentation of training will be maintained by Provider.

(2) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

(3) Physically securing any computers, documents, portable devices such as smart phones, tablets, flash memory devices, portable hard disks and laptop/notebook/netbook computers if those items or other media containing Confidential Information may be transported out of a Secured area. Data will not be stored on portable devices or media unless:

(a) It is appropriately encrypted with a key length of at least 128 bits;
(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method;
(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity. Maximum period of inactivity is 20 minutes;
(d) Properly inventoried and controlled;
(e) Stored in a secured area;
(f) Under the control of Contractor staff at all times when in an unsecured location.

(4) Ensuring the security of Confidential Information transmitted via fax (facsimile) by:

(a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

(b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
(c) Verifying after transmittal that the fax was received by the intended recipient.

(5) When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:

(a) Transporting the data within the (State Government Network) SGN or Contractor's internal network, or;
(b) Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public internet.

(6) When transporting six (6) or more records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate:

(a) Use a Trusted System
(b) Encrypt the Confidential Information, including:
- Encrypting email and/or email attachments which contain Confidential Information
- Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

(7) Send paper documents containing Confidential Information via a Trusted System. When not in use, such records must be stored in a locked container such as a file cabinet, locking drawer or safe in a secured area accessible only to authorized personnel.

(8) DSHS data may be stored on portable or non-portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery process. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If so, such media will be protected as otherwise described in this contract. If this media is retired while DSHS Confidential Information still exists upon it, that data will be destroyed at that time in accordance with the approved destruction methods obtained from the County contact identified on the cover page of this Contract.

C. DSHS Data must be desegregated or otherwise distinguished from non-DSHS data. This is to ensure that when no longer needed by Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation:

(1) DSHS Data will be kept on media which will contain no non-DSHS Data. And/or,

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS Data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically separated from non-DSHS Data in a drawer, folder or other container.

(6) When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS Data with which it is comingled must be protected as described in the preceding paragraphs.

D. Upon request of the County or at the end of the Contract term, or when no longer needed, the Provider shall return the Confidential Information or certify in writing that the Provider employed a DSHS approved method to destroy the information. The Provider may obtain information regarding approved destruction methods from the County contact identified on the cover page of this Contract.

E. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed

through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping or incineration.

5. PROVIDER CERTIFICATION REGARDING ETHICS

Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the County Coordinator and DSHS Contact designated on the contract within one (1) business day of discovery. The Provider must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by the county, law or DSHS.

The Provider certifies that the Provider is in compliance with Chapter 42.23 RCW and Chapter 42.20 RCW; and shall comply with said RCW Chapters throughout the term of the Contract.

6. PROVIDER NOT AN EMPLOYEE OF COUNTY

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

For purposes of the Contract, the Provider acknowledges that the Provider is not an officer, employee, or agent of the County. The Provider acknowledges that the entire compensation for this Contract is specified in Special Terms & Conditions [Exhibit "A"] and the Provider is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Provider represents that it maintains a separate place of business, serves participants other than the County, will report all income and expense accrued under this Contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

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

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

7. NO GUARANTEE OF EMPLOYMENT

The performance of all or part of this Contract by the Provider shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Provider or any employee of the Provider or any Subcontractor or any employee of any Subcontractor by the County at the present time or in the future.

8. REGULATIONS AND REQUIREMENTS

This Contract shall be subject to all federal, state and local laws, rules, and regulations.

9. RIGHT TO REVIEW

This Contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Each subcontractor will be evaluated at least once per contract biennium. The evaluation system will incorporate Quality Assurance items and Quality Improvement measures incorporated with it. A copy of this evaluation system shall be made available to all subcontractors and the DDA upon request. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Contract and its performance, and any and all communications with or evaluations by service recipients under this Contract. The Provider shall preserve and maintain all financial records and records relating to the performance of work under this Contract for six (6) years after Contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

The Provider shall maintain records sufficient to:

A. document performance of all acts required by statute, regulation, rule, or the Contract;

B. substantiate the provider's statement of its organization's structure, tax status, capabilities, and performance;

C. demonstrate accounting procedures, practices and records which sufficiently and properly document the Provider's invoices to the County and all expenditures made by the Provider to perform as required by the Contract; and

D. establish and maintain adequate internal control systems: The Provider will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail that, operations can continue should staffing change or absences occur.

Documentation, books, records, and other evidence shall be kept at the company's Clallam County Office and will be available for examination by the County at reasonable times.

10. MODIFICATIONS

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

11. TERMINATION FOR DEFAULT

The County may terminate the Contract in whole or in part, by written notice to the Provider, if the County has a reasonable basis to believe that the Provider has:

A. failed to meet or maintain any requirement for contracting with the County;

B. failed to perform under any provision of the Contract;

C. becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors; and/or

D. otherwise breached any provision or condition of the Contract.

Before the County may terminate the Contract, the County may, by depositing written notice to the Provider in the U.S. Mail, postage prepaid, terminate the Contract, and at the County's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Provider shall not be entitled to receive any further payments under the Contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Provider. The Provider agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

However, the County may terminate the Contract without written notice and without opportunity for correction, if the County has a reasonable basis to believe that the Provider has failed to ensure the health or safety of any participant for whom services are being provided under the Contract or the Provider has violated any law, regulation, rule, or ordinance.

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

12. TERMINATION FOR CONVENIENCE

The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interest of the County. Whenever the Contract is terminated in accordance with this paragraph, the Provider shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by the

County at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by the County.

The Provider may terminate the Contract by giving the County at least thirty (30) calendar days' written notice addressed to: Director, Clallam County Department of Health and Human Services, 111 E 3rd Street · Port Angeles, WA 98362.

13. TERMINATION DUE TO INSUFFICIENT FUNDS

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

14. TERMINATION PROCEDURE

The following provisions apply in the event that this Contract is terminated:

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

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

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

15. DEFENSE AND INDEMNITY CONTRACT

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

16. INDUSTRIAL INSURANCE WAIVER

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

17. VENUE AND CHOICE OF LAW

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

18. WITHOLDING PAYMENT

In the event the County Project Manager determines that the Provider has failed to perform any obligation under this Contract within the times set forth in this Contract, then the County may withhold from amounts otherwise due and payable to Provider the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Provider to termination or damages, provided that the County promptly gives notice in writing to the Provider of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to

withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Provider of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Provider acts within the times and in strict accord with the provision of the Disputes clause of this Contract. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Provider, (3) to set off any amount paid or incurred from amounts due or to become due the Provider. In the event the Provider obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Provider by reason of good faith withholding by the County under this clause.

19. RIGHTS AND REMEDIES

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

20. PROVIDER'S COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

21. PATENT/COPYRIGHT INFRINGEMENT

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

A. That Provider shall be notified promptly in writing by County of any notice of such claim.

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

22. DISPUTES

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

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

(1) In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The original written materials will be submitted to the County Coordinator, who will then deliver the materials to a Dispute Resolution Board as described below. Copies of all written materials will be served upon the parties.

(2) If an appeal of the County Coordinator decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member. The Dispute Resolution Board will then attempt to resolve the dispute based upon the written materials provided by the County Coordinator.

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

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

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

23. OWNERSHIP OF ITEMS PRODUCED

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

24. RECOVERY OF PAYMENTS TO PROVIDER

The right of the Provider to retain monies paid to it is contingent upon satisfactory performance of this Contract, including the satisfactory completion of the project described in the Special Terms & Conditions [Exhibit "A"]. In the event that the Provider fails, for any reason, to perform obligations required of it by this Contract, the Provider may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Provider for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

25. PROJECT APPROVAL

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

Name:	Kelley Lawrence
Title:	Clallam County Coordinator for Developmental Disabilities
Address:	111 E 3rd Street · Port Angeles, WA 98362
Telephone:	360-417-2407
E-mail:	kelley.lawrence@clallamcountywa.gov
Fax:	360-452-9605

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

26. NON-DISCRIMINATION

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

27. SUBCONTRACTORS

This is a fee-for-service Contract and the Provider will not enter into subcontracts for any of the work expected by this Contract without first obtaining review and written approval of the subcontract by the County.

In the event that the Provider employs the use of any Subcontractors with the written approval of the County, the Contract between the Provider and the Subcontractor shall provide that the Subcontractor bound by the terms of this Contract between the County and the Provider. The Provider shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

28. THIRD PARTY BENEFICIARIES

This Contract is intended for the benefit of the County and Provider and not for the benefit of any third parties.

29. STANDARD OF CARE

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

30. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Contract unless a more specific time period is set forth in either the Special Terms & Conditions or Scope of Work

31. NOTICE

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

32. SEVERABILITY

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

33. PRECEDENCE

In the event of an inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

A. Applicable federal, state, and local law, regulations, rules, and ordinances;

B. the DSHS Basic Agreement;

C. this Contract, including Exhibits;

D. these General Terms & Conditions; and

E. any document incorporated in the Contract by reference.

34. WAIVER

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

35. ATTORNEY FEES

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

36. CONSTRUCTION

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

37. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Provider is out of compliance with any of the terms or conditions of this Contract, the following process will be pursued:

A. The County's DD Coordinator notifies the appropriate Provider staff of the potential non-compliance and an agreeable solution is reached.

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

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

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

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

E. Nothing in this section shall preclude audits by other duly authorized representatives of the County, the Department of Social and Health Services or other departments of State government, nor shall it preclude the recoupment of overpayments identified through those audit procedures.

38. EXECUTION, AMENDMENT AND WAIVER

The Contract shall be binding on the County only upon signature by the County Commissioners. The Contract may only be altered, amended, or waived by a written amendment executed by both parties. Only the County Commissioners have authority to alter, amend or waive the Contract on behalf of the County.

39. INSURANCE

The Provider shall maintain insurance as specified and shall pay for losses for which it is found liable. Without limiting the Provider's indemnification, it is agreed that the Provider shall maintain in force, at all times during the performance of this Contract, a policy or policies of insurance covering its operations and shall in each policy, name the County, its appointed and/or elected officers, officials, agents and/or employees as additional insureds.

The Provider shall maintain continuously during the term of this Contract public liability insurance with limits of liability not less than:

$ 500,000	each person, personal injury, including death
$1,000,000	each occurrence, personal injury, including death
$ 250,000	each occurrence, property damage liability
$2,000,000	aggregate
$1,000,000	Errors and Omissions per occurrence
$2,000,000	Errors and Omissions aggregate

The Provider shall inform the County in writing of any changes in insurance and provide County with a new certificate of insurance within twenty days of the change.

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

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

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

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

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

The County retains the right to withhold payment if the Provider does not provide timely and adequate proof of the insurance required by this Section.

The Provider shall ensure that vehicles used to transport participants as a part of services provided under this Contract are covered by a commercial vehicle insurance policy with a clear indication that clients may be transported by the provider and are covered under the policy. Further, each employee driving clients shall have their personal automobile insurance, driver's license and current driving abstract on file at the Provider's administrative office.

The Provider shall maintain Worker's Compensation coverage as required by the Industrial Insurance Act of the State of Washington.

The Provider agrees to maintain a fidelity bond in the amount of Twenty Thousand Dollars ($20,000) which covers all individuals responsible for the administration of funds. Evidence of the fidelity bond shall be provided to the County within thirty (30) calendar days of the date of this Contract. The Provider will inform the County in writing of any change in the bond and provide evidence of continuing bonding coverage within thirty (30) calendar days of the change.

40. AUDITS

The Provider shall demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

Except as set forth herein, for contracts up to and including one year in length, an independent financial audit ("audit") of funds shall be performed. For contracts in excess of one year and up to and including two years, an independent financial review ("review") of funds shall be performed in the first year of the Contract and an audit shall be performed in the second year.

The Provider is required to submit to the County a copy of the independent auditor's or reviewer's final report within thirty (30) days following the issuance of the report. Additionally, the Provider shall provide comments on the findings and recommendations in the report, including a plan for Corrective Action.

The Provider will submit their plan for audit or review to the County by **September 1, 2024,** including time frame for completion of audit or review, standards by which they will be audited or reviewed, and the name of the individual or organization who will complete the audit or review, the Provider's total federal funding, and determination of the applicability of a Single Audit.

Audits and reviews must be submitted within the time frame described in the Provider's plan. Any audit or review must be in accordance with all applicable Federal and State statutes, as well as the State to County Basic Agreement.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Audits and reviews shall be conducted to determine compliance with the rules and regulations of each program service. In accordance with RCW 74.09.200, only those participant records or portions thereof, for which services were reimbursed by the County, may be examined.

If the Provider is a subrecipient of federal awards as defined by the Office of Management and Budget (OMB), the Provider shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance numbers. The Provider shall make the Provider's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DSHS and the County. The Provider shall incorporate audit requirements into all contracts between the Provider and its Subcontractors who are subrecipients. The Provider shall comply with any future amendments to the Federal Code of Regulation for Single Audits and any successor or replacement Circular or regulation.

If the Provider expends $750,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Provider shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Provider shall submit to the County contact person the data collections form and reporting package specified in the Federal Code of Regulation for Single Audits, reports required by the program specific audit guide, if applicable, and a copy of any management letters issued by the auditor.

41. TREATMENT OF ASSETS PURCHASED BY PROVIDER

Except as provided in the Contract, title to all assets (property) purchased or furnished by the Provider is vested in the Provider and the County waives all claim of ownership to such property.

42. TREATMENT OF PARTICIPANT ASSETS

Except as otherwise provided by court order, the Provider shall ensure that any participant for whom the Provider is providing services under the Contract shall have unrestricted access to the participant's personal property. The Provider shall not interfere with the participant's ownership, possession, or use of such property. Upon termination of the Contract, the Provider shall immediately release to the participant all of the participant's personal property.

43. TREATMENT OF COUNTY ASSETS

Except as otherwise provided in the Contract, title to all assets (property) purchased or furnished by the County for use by the Provider during the Contract term shall remain with the County. During the term of the Contract, the Provider shall protect, maintain, and insure all County property in the Provider's possession against loss or damage.

44. TITLE XIX WAIVER PROVISO

Participants identified as covered under Division of Developmental Disabilities' home and community-based waiver programs shall not be funded under this Contract when services are available from the Division of Vocational Rehabilitation under PL 94-142, Title V, Section 504 of the Rehabilitation Act of 1973 or under Social Security programs which assist with employment options under PL 99-643, Section 1619(a) Employment Opportunities for Disabled Americans Act, 1986, PASS or IRWE plans.

The Provider assures that documentation is on file with the County assigning to the County its Medicaid billing rights for services to participants eligible under DDA's home and community-based waivers. Such services must be purchased no differently from the way services are purchased for participants not eligible under the waiver. Services must be purchased on a Fee for Service basis to satisfy the Title XIX Contract.

45. HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT of 1996 (HIPAA)

In addition to any other confidentiality requirements set forth herein, the Provider shall comply with the following provisions if it constitutes a "business associate" as that term is defined in 45 CFR §160.103, as now or hereafter amended.

A. The Provider is not authorized to use or further disclose "Protected Health Information" (PHI) as that phrase is defined in 45 CFR § 164.501, as now or hereafter amended, in a manner that would violate the requirements of 45 CFR § 165.504(e), as now or hereafter amended, if done by the Clallam County, except that:

(1) The Provider may use and disclose PHI for the proper management and administration of the Provider, as provided in paragraph 45 CFR § 164.504(e) (4); and

(2) The Provider may provide data aggregation services relating to the health care operations of Clallam County.

B. The Provider will:

(1) Not use or further disclose the information other than as permitted or required by this Contract or as required by law;

(2) Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Contract;

(3) Report to Clallam County any use or disclosure of the information not provided for by this Contract of which it becomes aware;

(4) Ensure that any agents, including a Subcontractor to whom it provides PHI received from, or created or received by the Provider on behalf of, Clallam County agrees to the same restrictions and conditions that apply to the Provider with respect to such information;

(5) Make available PHI in accordance with 45 CFR § 164.524;

(6) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR §164.526;

(7) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

(8) Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Provider on behalf of, Clallam County available to the Secretary for purposes of determining Clallam County's compliance with this subpart; and

(9) At termination of the Contract, if feasible, return or destroy all PHI received from, or created or received by the Provider on behalf of, Clallam County that the Provider still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

C. In addition to any other termination clause herein, this Contract may be terminated by Clallam County if Clallam County determines that the Provider has violated a material term of this provision.

D. The Provider may use the information it has received in its capacity as a business associate to Clallam County, if necessary:

(1) For the proper management and administration of the Provider; or

(2) To carry out the legal responsibilities of the Provider.

E. The Provider may disclose the information it has received in its capacity as a business associate for the purposes described in 4 of this section, if:

(1) The disclosure is required by law; or

(2) (a) The Provider obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
(b) The person notifies the Provider of any instances of which it is aware in which the confidentiality of the information has been breached.

46. SURVIVAL

Without being exclusive, Paragraphs 7, 10, 16-22, 24-25 and 34-37 of these General Terms & Conditions shall survive any termination, expiration or determination of invalidity of this Contract in whole or in part. Any other Paragraphs of this Contract which, by their sense and context, are intended to survive shall also survive.

47. ENTIRE CONTRACT

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

48. DEBARMENT CERTIFICATION

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

49. BACKGROUND/CRIMINAL HISTORY CHECK

A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS participants, in accordance with RCW 43.43.830-845, RCW 74.15.030 and chapter 388.06 WAC. Character Competence and Suitability Reviews, if required, will be updated every three years.

If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the County shall deny payment for any subsequent services rendered by the disqualified individual provider.

It is required that the DSHS Background Check Central Unit (BCCU) be utilized to obtain background clearance.

50. REPORTING ABUSE AND NEGLECT

The Provider and its subcontractors under this contract will comply with RCW 74.34 and RCW 26.44 to the extent required by law. If the County is notified by DSHS that a Provider (or any of their staff, volunteers or authorized agents) is cited or on the registry for a substantiated finding, then associated staff will be prohibited from providing services under this contract.

DATA SECURITY REQUIREMENTS

1. DEFINITIONS

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

A. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

B. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

C. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

D. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, O365, and Rackspace.

E. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

F. Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

G. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

H. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

I. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

J. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

K. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or

comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

L. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

M. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. AUTHORITY

The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. ADMINISTRATIVE CONTROLS

The Contractor must have the following controls in place:

A. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

B. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

C. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. AUTHORIZATION, AUTHENTICATION AND ACCESS

In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

A. Have documented policies and procedures governing access to systems with the shared Data

B. Restrict access through administrative, physical, and technical controls to authorized staff.

C. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action

D. Ensure that only authorized users are capable of accessing the Data.

E. Ensure that an employee's access to the Data is removed immediately:

(1) Upon suspected compromise of the user credentials.

(2) When their employment, or the contract under which the Data is made available to them, is terminated.

(3) When they no longer need access to the Data to fulfill the requirements of the contract.

F. Have a process to periodically review and verify that only authorized users have access to systems containing

DSHS Confidential Information.

G. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

(1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

(2) That a password does not contain a user's name, logon ID, or any form of their full name.

(3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

(4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

H. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

(1) Ensuring mitigations applied to the system don't allow end-user modification.

(2) Not allowing the use of dial-up connections.

(3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

(4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

I. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

J. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

K. Render the device unusable after a maximum of 10 failed logon attempts.

5. PROTECTION OF DATA

The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

A. **Hard disk drives**. For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.

B. **Network server disks**. For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

C. **Optical discs (CDs or DVDs) in local workstation optical disc drives**. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism

D. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers**. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

E. **Paper documents**. Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

F. **Remote Access**. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

G. **Data storage on portable devices or media**.

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections::

(a) Encrypt the Data.
(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
- Keeping them in a Secure Area when not in use,
- Using check-in/check-out procedures when they are shared, and
- Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

H. **Data stored for backup purposes**.

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition

I. **Cloud storage**. DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation for your records in writing that all such procedures will be uniformly followed.
(b) The Data will be Encrypted while within the Contractor network.
(c) The Data will remain Encrypted during transmission to the Cloud.
(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
(e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor.
(f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network
(g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. SYSTEM PROTECTION

To prevent compromise of systems which contain DSHS Data or through which that Data passes:

A. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

B. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

C. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

D. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. DATA SEGREGATION

A. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non- DSHS data in a drawer, folder, or other container.

B. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. DATA DISPOSITION

When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.

Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. NOTIFICATION OF COMPROMISE OR POTENTIAL COMPROMISE

The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. DATA SHARED WITH SUBCONTRACTORS

If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub- Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

2e

AGENDA ITEM SUMMARY

OCT 24 2023

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date: October 16, 2023**

REGULAR AGENDA ☒ **Meeting Date: October 24, 2023**

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 11331-23-PJA

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached Provider Contract is between Clallam County Health and Human Services and Pierce, Jones & Assoicates for adult developmental disability services. The purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons who experience intellectual and developmental disabilities. The contract period is July 1, 2023 to June 30, 2025.

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

Funds are already in the HHS budget.

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

Please approve and sign.

County Official signature & print name: KEVIN LaTRAVIS

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: HHS

Date submitted: October 10, 2023

11331-23-PJA

PROVIDER CONTRACT
Pierce, Jones & Associates

This PROVIDER CONTRACT is entered into and effective July 1, 2023 through June 30, 2025 between CLALLAM COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES, hereinafter referred to as "County" and Pierce, Jones & Associates, hereinafter referred to as "Provider".

CLALLAM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

Main Phone: (360) 417-2303
Fax: (360) 452-9605

Contact Person: Kelley Lawrence, Clallam County Coordinator for Developmental Disabilities
Contact Phone: (360) 417-2407
Contact E-Mail: kelley.lawrence@clallamcountywa.gov

Provider: Pierce, Jones & Associates
720 E Washington Street, Suite 106
Sequim, WA 98382
Phone: (360) 582-9965
Fax: (360) 457-1105
E-mail: karen@piercejones.net
Contact Person: Karen Pierce, Owner
Service Modality: Individual Supported Employment
Community Inclusion
Community Information & Education
County Millage: Sequim School District
Quillayute Valley School District
Port Angeles School District

Funding Authority:
DSHS Basic Agreement # 1783-86259
DDA County Services Agreement # 2363-48800
DSHS, DDA Home & Community Based Waiver Program (CMS)
Tax Identification Numbers:
IRS #: 42-1733574
UBI #: 601-944-741

This Contract is comprised of:

Exhibit "A"	Special Terms & Conditions
Exhibit "B"	General Terms & Conditions
Exhibit "C"	Data Security Requirements

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

IN WITNESS WHEREOF, the parties have entered this Contract on this ___day of _____, 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS:

Mark Ozias, Chair

PIERCE, JONES & ASSOCIATES:

K A P 9/29/2023

Karen Pierce, Owner Date

ATTEST:

Loni Gores, Clerk of the Board

APPROVED AS TO FORM:

Approved as to form only by:

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS SPECIFIC TO PROGRAM AGREEMENT

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

A. "Acuity Level" means the level of a Client's abilities and needs as determined through the DDA assessment.

B. "Additional Consumer Services" refers to indirect Client service types as follows:

(1) "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(2) "Training": To increase the job-related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also, to enhance program related skills of board or advisory board members.

(3) "Other Activities" reserved for special projects and demonstrations categorized into the following types:

(a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like generic job development e.g. "Project Search".

(b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

(c) Partnership Project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed.

C. "Client" means a person with a developmental disability as defined in Chapter 388-823 WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.

D. "Competitive Integrated Employment" means work performed by a Client on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The Client must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

E. "Consumer Support" refers to direct Client service types as follows:

(1) "Community Inclusion" or "CI": means individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of Individual Supported Employment for working age individuals who have received nine months of employment support.

(2) "Individual Supported Employment" or "ISE": services are a part of a Client's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons who experience intellectual and developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce.

These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

(3) "Individualized Technical Assistance" or "ITA": Services are a part of a Client's pathway to Supported Employment or Community Inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to Supported Employment or Community Inclusion. This is in addition to supports received through Supported Employment or Community Inclusion services for Clients who have not yet achieved their goal.

F. "County" is the political subdivision of the state of Washington and the county or counties entering into this Program Agreement.

G. "DDA Case Resource Manager (CRM)" means a Case Manager for DDA Clients.

H. "County Service Authorization (CSA)" means an authorization for County services.

K. "Developmental Disabilities (DD)" means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.

L. "Developmental Disabilities Administration (DDA)" means a division within the Department of Social and Health Services.

M. "DDA Regional office (DDA Region)" means the regional DDA office that supports DDA clients.

N. "Division of Vocational Rehabilitation (DVR)" means a division within the Department of Social and Health Services.

P. "General Terms and Conditions" means the contractual provisions contained within that agreement, which govern the contractual relationship between DSHS and the County.

Q. "Medicaid Home and Community Based Services (HCBS)" means services that occur in a Client's home or community rather than institutions or other isolated settings. These programs serve a variety of targeted populations groups, such as people with intellectual or developmental disabilities, physical disabilities, and/or mental illnesses.

S. "Preadmission Screening and Resident Review (PASRR)" means individuals with intellectual disabilities or related conditions (ID/RC) who have been referred for nursing facility (NF) care.

T. "Person Centered Service Plan or PCSP" means a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.

U. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.

V. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

W. "Service Provider" is a qualified Client service vendor who is contracted to provide Employment and Day Program services.

X. "Subcontractor" is the service provider contracted by the County to provide services.

Y. "Transition Program" is a partnership between the County and the School Districts providing transition services focusing on providing vocational training and/or supported employment opportunities to eligible district students between the age 16 and 21 (Transition Year).

2. TERM OF CONTRACT

Term of this contract shall be July 1, 2023 through June 30, 2025.

3. PURPOSE

This Program Agreement is entered into between the Developmental Disabilities Administration and the County in accordance with Chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

4. CLIENT ELIGIBILITY

Client eligibility and service referral are the responsibility of DDA under Chapter 388-823 WAC (Eligibility) and Chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without a current County Service Authorization are not reimbursable under this Program Agreement.

5. CREDENTIALS AND MINIMUM REQUIREMENTS

A. Qualified Service Providers: The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services.

B. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The County assures that each subcontractor has agreed to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Program Agreement. Written documentation shall be available to DSHS on request.

C. Reporting Abuse and Neglect: The County staff and its subcontractors who are mandated reporters under RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, RCW 74.34.040 and Chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.

6. STATEMENT OF WORK

A. The Provider shall comply with the following referenced documents found at DDA Internet site https://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) DDA Policy 4.11, County Services for Working Age Adults;

(2) Chapter 388-850 WAC, Chapter 388-828 WAC, Chapter 388-845 WAC Sections 0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040, 2100, 2110;

(3) Criteria for Evaluation;

(4) DDA Guiding Values;

(5) Guide to Achieve DDA's Guiding Values;

(6) DDA Guidelines for Community Assessments within Employment Services; and

(7) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

(8) Acuity Scale Guideline Chart

B. QUALIFIED PROVIDERS

A qualified provider must be a County or an Individual or Agency contracted with a County or DDA.

C. TECHINCAL ASSISTANCE

The County will contract with Technical Assistance providers that may be utilized by Counties with prior written approval.

D. SUBCONTRACTORS

The County will pass on all applicable contractual requirements that are between DDA and the County to the subcontractor. The County shall immediately notify the DDA Region of the County's intent to terminate a subcontractor who is serving a DDA referral. Individuals or agencies contracted with a County or DDA may not subcontract for Employment or Community Inclusion services.

E. EMPLOYMENT AND DAY PROGRAM SERVICE PROVIDERS FOR CONSUMER SUPPORT SERVICES

The County shall provide or contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

   (a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) Client's with similar interests and needs.
   (b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable a Client to meet or exceed living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on the Client's demonstrated need, acuity level and work history per Chapter 388-828 WAC.

(3) The Client's DDA PCSP is the driver for service. The AWA County Service Authorization (CSA) and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

(4) All Clients will have an Individualized Employment and/or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the County, Client, their DDA Case Resource Manager (CRM), Guardian and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the County, Client, CRM and/or Guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the Client's individualized goal(s).

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment have not obtained paid employment at minimum wage or higher within **six (6) months,** the County will assure the following steps are taken:

   (a) Review the progress toward employment goals;
   (b) Provide evidence of consultation with the Client/Guardian; and
   (c) Develop additional strategies with the Client/Guardian, County Staff, Employment Support Staff, Case Manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the Client's pursuit of employment. The additional strategies will be documented for each Client and kept in the

Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six-month progress report in the next six-month progress report.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County or DDA approves the continuation of long-term supports where the service provider is also the Client's employer, the County or DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment can include Supported Self-Employment. Supported Self-Employment, if an applicable goal, must meet the following requirements:

(a) Adhere to Washington State DDA Self-Employment Policy Guidelines
(b) Determine that the proposed activity is a business according to IRS Guidelines
(c) Once it has been determined the activity will meet IRS rules for a business, the self-employed person receiving DDA employment supports will:
- Demonstrate the individual receiving services owns and operates the business;
- Provide a Business Plan to the County and DDA demonstrating feasibility as determined by DVR or a neutral, agreed-upon third party business expert;
- Become licensed if required and follow all local, state, and federal regulations and rules;
- Establish benchmarks for profitability and demonstrate progress is being made toward reaching those profit benchmarks; and
- Demonstrate the business will likely provide a living wage.

(11) Individual Employment staff hours must be attributed to the "Individual Employment Billable Activities".

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42 C.F.R. Section 441.301(c)(4), including that:

(a) The setting is integrated in the greater community and supports Client's to have full access to the greater community;
(b) Ensures the Client receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and
(d) The setting facilitates individual choice regarding services and supports, and who provides them.

F. TRANSPORTATION (IE and CI)

It is the Provider's responsibility to inform clients that transportation is not the responsibility of the Provider to supply. Transportation training may include coordination of the multiple transportation services, training the individual in use of public transportation, supports for the individual to obtain a driver's license, walking, bicycling or use of the client's family, friends or co-workers to provide transportation. The Provider shall assess and document in the Progress Report each client's transportation needs.

The Provider shall assist each client to access public or specialized transportation for any activity sponsored as a part of Individualized Supported Employment and/or Community Inclusion services. It is expected that public or specialized transportation will be utilized, except as detailed in the transportation plan. The cost of transportation is included in the fee for service that a Provider receives.

If no other viable transportation options are available, the Provider may transport clients in Provider or employee vehicles provided that:

(1) Provider complies with the automobile insurance requirement set forth in the Provider Contract;

(2) Automobile insurance specifically indicates that the provider is covered for transporting clients;

(3) A Transportation Assessment and Plan must be submitted for approval to the County and CRM if this is the only feasible mode of transportation. The County and CRM must approve the submitted Transportation Assessment and Plan.

G. COMMUNITY INFORMATION & EDUCATION AND COUNTY MILLAGE FUNDS

Community Information & Education refers to costs incurred by the program for activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services, activities aimed at promoting public awareness and involvement; community consultation, capacity building and organization activities.

In addition, Provider may use Community and Education and Millage funds to accomplish any of the following certifications and/or trainings that support professional development that enables staff to support individuals with developmental disabilities:

Certification as Certified Employment Support Professionals (CESP)

The Certified Employment Support Professional (CESP) credential recognizes individuals who have demonstrated a sufficient level of knowledge and skill to provide integrated employment services to a variety of populations.

Submit proof of successful passage of the CESP certification exam. One page summary report documenting date, time and location of exam with notification of passage of the exam.

APSE or Other Employment Appropriate National Convention or Training

Provider must submit request to the County, in writing, for requested attendance to the Convention or Training. Upon approval from the County, Provider shall provide County with all applicable backup documentation for reimbursement. This includes but is not limited to conference agenda, receipts for travel reimbursement, any handouts applicable to the convention or training, and any other documentation required or requested by the County.

Other Trainings and/or Professional Development

Other trainings and professional development opportunities may be approved (requires prior written approval by the County). All trainings and professional development must support the provider in attaining new and/or continued knowledge that increases the staff's effectiveness in supporting clients in Community Inclusion and in securing, supporting or improving the employment status of clients served by the Provider in Supported Employment.

H. QUALITY ASSURANCE AND SERVICE EVALUATION

The County shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The County's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to DDA for review.

I. EVALUATION

The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor every two (2) years. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DDA upon request.

J. PARTNERSHIP PROJECT

School District Transition Program

Provide Transition services for eligible students authorized by the applicable School District between the ages of sixteen and twenty-one when selected by the student and their family and referred by the School District. Transition services shall promote collaboration among DVR, School District, County, DDA, and community agencies that support the transition of students from school to employment and/or post-school activities leading to employment, including career exploration.

Transition services will include the following:

(1) Collaborate with School District Staff and keep them informed of activities, progress and timelines as outlined in the IEP;

(2) Effectively communicate with the Student, the Student's Family, the Student's Classroom Teacher and their Case Resource Manager informing them of activities, progress and timelines as outlined in the IEP;

(3) Develop individualized Progress Reports every six months;

(4) Work closely with School District Staff for purposes of transportation needs and other supports; and

(5) Provide Monthly Case Notes with all billings to the County that include:

(a) Name of School District
(b) Student's name;
(c) Direct service hours to the student;
(d) Dates and hours of service on behalf of the student including but not limited to scheduling transportation, name and date employer(s) contacted (initial and follow-up) and job development;
- Student's wages earned;
- Hours worked; and
- Progress on work skills and behaviors as identified and outlined on IEP.

(6) Employment Plans:

(a) All students will have an Individualized Employment Plan to identify student's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the student's individualized plan will be provided to the County, Student, their DDA Case Resource Manager (CRM), Guardian and others as appropriate.
(b) Six-month progress reports describing the progress made towards achieving student's goal will be provided by the service provider to the County, Student, CRM and/or Guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the student's individualized goal(s).
(c) All student's will be contacted by their service provider according to Student need and at least once per month.
(d) If students in the Transition Employment Program have not obtained paid employment at minimum wage or higher within **six (6) months,** the County will assure the following steps are taken:
- Review the progress toward employment goals;
- Provide evidence of consultation with the Client/Guardian; and
- Develop additional strategies with the Client/Guardian, County Staff, Employment Support Staff, CRM, and others identified by the Student. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the Student's pursuit of employment. The additional strategies will be documented for each Student and kept in the Student's file(s).

(e) If after twelve (12) months the Student remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six-month progress report in the next six month progress report.

(7) Approval of billing invoices require the submittal of monthly case notes and documentation of service dates and hours provided on the County approved form.

(8) Services during July and August must be approved by the IEP team and the School District. The school will determine if Extended School Year (ESY) is available for these services and will notify the County in writing of any such approval. If needed, a new CSA will be written to cover services during the months of July and August.

(9) Students will not be transported in private staff vehicles. Transportation training may include coordination of the school's transportation services, training the individual in use of public transportation, supports for the individual to obtain a driver's license, walking, bicycling or use of the student's family to provide transportation.

(10) The Provider shall assess and document in the Transportation Assessment and Plan each student's transportation needs. The Provider shall assist each student to access public or specialized transportation for any activity sponsored as a part of Transition services. It is expected that public or specialized transportation will be utilized, except as detailed in the transportation plan. The cost of transportation is included in the fee for service that a Provider receives.

(11) If no other viable transportation options are available, the Provider may transport students in Provider or employee vehicles provided that

(a) Provider complies with the automobile insurance requirement set forth in the Provider Contract;
(b) Automobile insurance specifically indicates that the provider is covered for transporting students;
(c) Transportation Assessment and Plan indicates this is the only feasible mode of transportation.

7. CLIENT'S INDIVIDUALIZED PLAN

The Client's DDA PCSP is the driver for service. The CSA will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

All Clients will have an Individualized Supported Employment, Community Inclusion or Transition plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, the County, Guardian and others as appropriate. Semi-annual progress reports that describe the outcomes of activities will be provided by the provider and given to the County, the Client, their CRM, and others as appropriate. The report will summarize the progress made towards the Client's individualized goals.

Provider shall complete the progress report within 30 days of service starting and provide a semi-annual progress report six months after the initial report.

Failure to submit the progress reports within the appropriate timelines will result in billing not being processed until the plans are completed.

All Clients will be contacted by their service provider according to Client need and at least once per month.

Provider employment staff will attend the annual assessment and Case Manager PCSP development meeting, when properly notified with at least two weeks' advance notice, for each client the provider serves.

If Clients in Individual Employment have not obtained paid employment at minimum wage or better within **six (6) months,** the Provider and County will assure the following steps are taken:

A. Review the progress toward employment goals;

B. Provide evidence of consultation with the Client/Guardian; and

C. Develop additional strategies with the Client/Guardian, County Staff, Employment Support Staff, Case Manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).
If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report.

Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

8. PROVIDER RESPONSIBILITIES

For State funded services, the Provider agrees to serve only persons referred by DDA who are eligible for direct client services under this Provider Contract. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. The Provider agrees to consider clients for service acceptance upon receipt of referral from County. All referred clients will have the opportunity to participate in vendor interviews and select the provider of their choice after interviews. A client may also self-select and waive their participation in interviews, but, the appropriate form must be completed and signed indicating their selection.

The Provider agrees to provide authorized services, participate in conferences and consult with State DDA Case Resource Managers and County staff to implement changes in client services, if needed. Any change in a client service, including a change in hours of service, will be preceded by an approved and signed County Service Authorization form (CSA).

The Provider will clearly communicate to the client, prior to beginning services, the minimum and maximum service hours per month they can expect to receive. The amount of service hours a client receives is based upon the client's demonstrated need, acuity level, work history and documented special conditions per the Services Level Guidelines. If a change in the minimum and/or maximum service hour(s) is expected, the Provider will inform the client prior to the change. The client minimum and maximum service hour(s) are reflected in the County Service Authorization and updated planned rates information will not exceed the client's DDA PCSP. The amount of service the client receives should match the County Service Authorization and updated Planned Rates information.

The Provider will have at least one hour of face-to-face contact with each client they are authorized to serve. This contact must consist of at least one hour per month in order to bill for services during that month.

Services and programs shall be provided consistent with related RCW, WAC, Clallam County Program Contract and County Mandatory Requirements.

The Provider shall participate in regularly scheduled meetings between County DD staff and DDA staff to remain updated and current.

At least 40 documented hours of County-approved training per Fiscal Year (July 1 – June 30) will occur for each FTE staff person who provides services in this modality. The provider shall keep track of all training received for each staff person.

9. PROGRAM/SERVICE FUNDING AND RATES

A. REIMBURSEMENT OF CLIENT SERVICE

(1) This contract is fee-for-service. The contractor will not be reimbursed for service hours/units provided above the maximum service hours/units documented on the client's DDA PCSP or activities outside the scope of the *Individual Employment Billable Activities and/or Community Inclusion Billable Activities* documents.

(2) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(3) The County shall reimburse the Contractor for services outlined in the Clallam County 2023-2025 ISE, CI and Transition Program Rate Schedule, which will be distributed prior to the initiation of the contract and upon any subsequent changes.

(4) Rate Schedule will be adjusted, as needed, to the DDA maximum allowable rate. The County will provide notification to DDA and Providers prior to implementing a rate adjustment that is less than the maximum allowable.

B. The Individual Employment Billable Activities document defines the individual Client services that DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

C. The Community Inclusion Billable Activities document defines the individual Client services DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

D. COUNTY TRANSITION PROGRAM

(1) 1 unit = 1 hour

(2) Maximum 20 hours per month

(3) 1:1 Ratio Only

(4) Daily Case Notes are submitted with billing

(5) Six-Month Progress Reports Required (see section "Partnership Project" and "Client's Individualized Plan)

E. COMMUNITY INFORMATION AND EDUCATION

Provider, with prior written approval from County, may attend or provide community information and trainings that further the education of the community and/or staff regarding the inclusion of individuals with intellectual and developmental disabilities into the workforce and/or community. Provider must provide the required documentation of attendance and expenses per county policy and request of the county before reimbursement.

The Total Maximum Compensation for completion of all Community Information and Education payment points shall not exceed **$5,000.**

10. BILLINGS, PAYMENTS AND REPORTS

Billings and documentation shall be submitted no later than the 10th day of the month, following the month in which such expenses were incurred. Billing in December shall be submitted no later than the 3rd day of the month for services provided in November. Later submissions in December will result in payments delayed until the end of January. The County shall pay for services once a month.

Billings and documentation must be submitted electronically in accordance with requirements of the Washington State AWA Billing System. No payments will be made to the Provider until a timely and accurate billing report is received by the County. Billing reports requiring corrections must be completed and resubmitted by the 20th day of the month. Failure to satisfy such requirements may result in a delay in payment.

Providers must submit a Contract Certification form with signature each month when they submit their billing reports electronically. This form must be received in the County office by the 20th day of the month. No payments will be made to the Provider until this form is received by the County. Failure to satisfy such requirements may result in a delay in payment.

A current Clallam County CSA must be in effect for each client. Billing for services shall not exceed authorized amounts as indicated on the CSA. Authorized units of service are pristine to the individual client as assigned and noted on the CSA. No sharing of hours between clients is allowed.

Corrected billings and documentation including re-posted billing information will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year. Payment will not be made on any invoice submitted past sixty (60) calendar days after the Program Agreement fiscal year.

Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Provider Contract when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

11. DSHS/DRW ACCESS AGREEMENT

The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The County assures that it and its subcontractors have reviewed the Access Agreement. The agreement covers DRW's access to individuals

with intellectual and developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

12. CONFIDENTIAL INFORMATION

All Counties and their subcontractors must:

A. Ensure the security of Confidential Information, and

B. When transporting client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments
(b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

13. SERVICE STANDARDS

All providers of employment/day program services contracting with Clallam County to serve eligible individuals with intellectual and developmental disabilities shall meet the following qualifications:

A. Compliance with APSE CESP Code of Conduct, Sections 1 and 3 regardless of certification status;

B. Assurance that potential conflict of interest (real or apparent) will not arise. Such a conflict would arise when the employee, officer or agent, any member of immediate family, guardian/decision-maker, or an organization which employs, or is about to employ, any of the above has financial or other interest in the client.

C. Documentation of experience, knowledge and performance in providing services to individuals with intellectual and developmental disabilities will be maintained.

D. The following indicators will be incorporated into an agency's overall written performance plan and the agency will document progress over time. An employment service performance plan must include for each acuity level, the following client data:

(1) Number of new jobs;

(2) Number of jobs lost and reason for job loss;

(3) Percentage of clients employed earning minimum wage or higher; and

(4) Average number of hours worked by client.

E. Documented history of working cooperatively with community-based organizations including employers, the Division of Vocational Rehabilitation (DVR) and schools;

F. Demonstrated methods for providing services based on individual needs as outlined in a client's plan;

G. Commitment to support integration of individuals with intellectual and developmental disabilities with people who are not disabled;

H. The administrative capabilities necessary to safeguard public funds including: maintaining accurate accounting books, records, documents and other materials relevant to the provision of goods and services;

I. A management system that provides for systematic accumulation, filing and retention of timely reports to the County, DDA and/or for federal audits;

J. Sufficient Policies and Procedures for establishment and maintenance of adequate internal control systems: The Provider will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur;

K. Compliance with the qualifications outlined in DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services;

L. To be a qualified service provider of employment services, an agency must employ at least one or more individuals who:

(1) Have at least two years of experience – or an Employment Professional Certificate from Highline Community College or CESP Certification and one year of experience - related to the employment services the agency provides to DDA clients;

(2) Experienced staff that have documented current training and/or continued education on best employment practices. Additionally experienced staff must have the skill and ability to impart this information to frontline/direct line staff and maintain evidence of doing so.

(3) Staff core competencies will include the following at minimum:

(a) Developing, obtaining, and maintaining community-based employment placements with minimum wage compensation or greater;
(b) Conducting Discovery assessments;
(c) Goal and career planning;
(d) Job preparation;
(e) Job development;
(f) Work place and job analysis;
(g) Job Coaching, including task design and training, support strategies, and natural support;
(h) Documenting goals and writing reports clearly; and
(i) Knowledge of Social Security benefits.

M. Ensures that direct service staff are 18 years of age or older, have received training and have documented knowledge in the following areas:

Prior to working with clients:

(1) Client Confidentiality

(2) Current individual instruction and support plans for each client with whom the employee works

(3) DDA Policy 4.11 County Services for Working Age Adults (adult services only)

(4) DDA Policy 5.06 Client Rights

(5) DDA Policy 5.13 Protection from Abuse: Mandatory Reporting

(6) DDA Policy 6.08 Incident Management and Reporting Requirements for County and County-Contracted Providers

(7) DDA Policy 9.03 Employee Protection from Bloodborne Pathogens

(8) DDA Policy 12.01 Incident Reporting and Management for DDA Employees

(9) DDA Policy 13.01 Public Disclosure of Records and Safeguarding of Confidential Information

(10) DDA Policy 14.01 Environmental Safety

(11) Competencies including:

(a) Values that support the abilities of each individual
(b) Effective Communication – The ability to effectively listen and to make one's self understood
(c) Planning methods
(d) Crisis Prevention and Intervention

Within One Month of Employment Start Date:

Overview of DDA Policies, including:

(a) DDA Policy 3.01 Service Plans
(b) DDA Policy 5.03 Client Complaints
(c) DDA Policy 5.14 Positive Behavior Support Principles
(d) DDA Policy 5.15 Restrictive Procedures: Community
(e) DDA Policy 5.17 Physical Intervention Techniques
(f) DDA Policy 5.19 Functional Assessment and Positive Behavior Support Planning for Youth in Staffed Residential Settings
(g) DDA Policy 5.20 Restrictive Procedures and Physical Interventions with Children and Youth
(h) DDA Policy 5.23 Functional Assessments and Positive Behavior Support Plans: Employment and Day Program Services

Within Three Months of Employment Start Date:

(a) Program skill development
(b) DDA Policy 5.02 Necessary Supplemental Accommodation
(c) DDA Policy 5.05 Limited English Proficient (LEP) Clients
(d) DDA Policy 13.04 DRW Access to Client Records Maintained by DDA

N. Ensures that all direct service staff review new and updated County and DDA policies when issued. Staff review will be documented in provider's file.

O. Ensures that direct service staff are licensed or registered when appropriate/required.

P. Proof of Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees and/or volunteers who may have unsupervised access to vulnerable DDA Clients, in accordance with Chapter 43.43 RCW Sections 830-845, RCW 74.15.030, and Title 388 WAC. If the Provider reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the County shall deny payment for any subsequent services rendered by the Provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.

Q. The Provider and all their staff members are mandated reporters under RCW 74.34.020(1) and must comply with reporting requirements described in RCW 74.34.035, RCW 74.34.040 and Chapter 26.44 RCW. If the County is notified that a Provider staff member is cited or on the registry for a substantiated finding, then that staff member will be prohibited from providing services under the Clallam County Provider Contract.

R. The Provider will promptly report to DSHS and the County per DDA Policy 5.13, *Protection from Abuse: Mandatory Reporting*, if:

(1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,

(2) If they have reason to suspect that sexual or physical assault of such a person has occurred they shall also immediately report to the appropriate law enforcement agency.

S. The Provider will assure adequate staffing levels to provide all services and when staffing is not adequate will inform the County when staffing is not adequate to serving potential clients.

GENERAL TERMS & CONDITIONS

1. SCOPE OF PROVIDER'S SERVICES

The Provider agrees to provide to the County services and any materials set forth in the Special Terms & Conditions [Exhibit "A"] during the Contract period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Contract.

2. ASSIGNMENT

The Provider may not assign any of the Provider's Contract rights or obligations to a third party without the prior, written consent of the County and the written assumption of the Provider's obligations by the third party.

3. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the Contract, the Provider shall comply with all applicable federal, state and local laws, regulations, and rules.

4. CONFIDENTIALITY OF PARTICIPANT INFORMATION

A. The Provider shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the Provider's performance of the services contemplated hereunder, except:

(1) As provided by law; or

(2) In the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

B. The Provider shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Provider to employ reasonable security measures, which include restricting access to the Confidential Information by:

(1) Each Provider will have a written policy for the appropriate use, storage, disclosure, modification and loss of Confidential Information in all formats and all staff will be trained in this policy. Documentation of training will be maintained by Provider.

(2) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

(3) Physically securing any computers, documents, portable devices such as smart phones, tablets, flash memory devices, portable hard disks and laptop/notebook/netbook computers if those items or other media containing Confidential Information may be transported out of a Secured area. Data will not be stored on portable devices or media unless:

(a) It is appropriately encrypted with a key length of at least 128 bits;
(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method;
(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity. Maximum period of inactivity is 20 minutes;
(d) Properly inventoried and controlled;
(e) Stored in a secured area;
(f) Under the control of Contractor staff at all times when in an unsecured location.

(4) Ensuring the security of Confidential Information transmitted via fax (facsimile) by:

(a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

(b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
(c) Verifying after transmittal that the fax was received by the intended recipient.

(5) When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:

(a) Transporting the data within the (State Government Network) SGN or Contractor's internal network, or;
(b) Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public internet.

(6) When transporting six (6) or more records containing Confidential Information, outside a Secure Area, do one or more of the following as appropriate:

(a) Use a Trusted System
(b) Encrypt the Confidential Information, including:
- Encrypting email and/or email attachments which contain Confidential Information
- Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

(7) Send paper documents containing Confidential Information via a Trusted System. When not in use, such records must be stored in a locked container such as a file cabinet, locking drawer or safe in a secured area accessible only to authorized personnel.

(8) DSHS data may be stored on portable or non-portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery process. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If so, such media will be protected as otherwise described in this contract. If this media is retired while DSHS Confidential Information still exists upon it, that data will be destroyed at that time in accordance with the approved destruction methods obtained from the County contact identified on the cover page of this Contract.

C. DSHS Data must be desegregated or otherwise distinguished from non-DSHS data. This is to ensure that when no longer needed by Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation:

(1) DSHS Data will be kept on media which will contain no non-DSHS Data. And/or,

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS Data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically separated from non-DSHS Data in a drawer, folder or other container.

(6) When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS Data with which it is comingled must be protected as described in the preceding paragraphs.

D. Upon request of the County or at the end of the Contract term, or when no longer needed, the Provider shall return the Confidential Information or certify in writing that the Provider employed a DSHS approved method to destroy the information. The Provider may obtain information regarding approved destruction methods from the County contact identified on the cover page of this Contract.

E. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed

through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping or incineration.

5. PROVIDER CERTIFICATION REGARDING ETHICS

Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the County Coordinator and DSHS Contact designated on the contract within one (1) business day of discovery. The Provider must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by the county, law or DSHS.

The Provider certifies that the Provider is in compliance with Chapter 42.23 RCW and Chapter 42.20 RCW; and shall comply with said RCW Chapters throughout the term of the Contract.

6. PROVIDER NOT AN EMPLOYEE OF COUNTY

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

For purposes of the Contract, the Provider acknowledges that the Provider is not an officer, employee, or agent of the County. The Provider acknowledges that the entire compensation for this Contract is specified in Special Terms & Conditions [Exhibit "A"] and the Provider is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Provider represents that it maintains a separate place of business, serves participants other than the County, will report all income and expense accrued under this Contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

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

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

7. NO GUARANTEE OF EMPLOYMENT

The performance of all or part of this Contract by the Provider shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Provider or any employee of the Provider or any Subcontractor or any employee of any Subcontractor by the County at the present time or in the future.

8. REGULATIONS AND REQUIREMENTS

This Contract shall be subject to all federal, state and local laws, rules, and regulations.

9. RIGHT TO REVIEW

This Contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Each subcontractor will be evaluated at least once per contract biennium. The evaluation system will incorporate Quality Assurance items and Quality Improvement measures incorporated with it. A copy of this evaluation system shall be made available to all subcontractors and the DDA upon request. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Contract and its performance, and any and all communications with or evaluations by service recipients under this Contract. The Provider shall preserve and maintain all financial records and records relating to the performance of work under this Contract for six (6) years after Contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

The Provider shall maintain records sufficient to:

A. document performance of all acts required by statute, regulation, rule, or the Contract;

B. substantiate the provider's statement of its organization's structure, tax status, capabilities, and performance;

C. demonstrate accounting procedures, practices and records which sufficiently and properly document the Provider's invoices to the County and all expenditures made by the Provider to perform as required by the Contract; and

D. establish and maintain adequate internal control systems: The Provider will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail that, operations can continue should staffing change or absences occur.

Documentation, books, records, and other evidence shall be kept at the company's Clallam County Office and will be available for examination by the County at reasonable times.

10. MODIFICATIONS

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

11. TERMINATION FOR DEFAULT

The County may terminate the Contract in whole or in part, by written notice to the Provider, if the County has a reasonable basis to believe that the Provider has:

A. failed to meet or maintain any requirement for contracting with the County;

B. failed to perform under any provision of the Contract;

C. becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors; and/or

D. otherwise breached any provision or condition of the Contract.

Before the County may terminate the Contract, the County may, by depositing written notice to the Provider in the U.S. Mail, postage prepaid, terminate the Contract, and at the County's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Provider shall not be entitled to receive any further payments under the Contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Provider. The Provider agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

However, the County may terminate the Contract without written notice and without opportunity for correction, if the County has a reasonable basis to believe that the Provider has failed to ensure the health or safety of any participant for whom services are being provided under the Contract or the Provider has violated any law, regulation, rule, or ordinance.

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

12. TERMINATION FOR CONVENIENCE

The County may terminate the Contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interest of the County. Whenever the Contract is terminated in accordance with this paragraph, the Provider shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by the

County at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by the County.

The Provider may terminate the Contract by giving the County at least thirty (30) calendar days' written notice addressed to: Director, Clallam County Department of Health and Human Services, 111 E 3rd Street · Port Angeles, WA 98362.

13. TERMINATION DUE TO INSUFFICIENT FUNDS

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

14. TERMINATION PROCEDURE

The following provisions apply in the event that this Contract is terminated:

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

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

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

15. DEFENSE AND INDEMNITY CONTRACT

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

16. INDUSTRIAL INSURANCE WAIVER

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

17. VENUE AND CHOICE OF LAW

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

18. WITHOLDING PAYMENT

In the event the County Project Manager determines that the Provider has failed to perform any obligation under this Contract within the times set forth in this Contract, then the County may withhold from amounts otherwise due and payable to Provider the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Provider to termination or damages, provided that the County promptly gives notice in writing to the Provider of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to

withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Provider of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Provider acts within the times and in strict accord with the provision of the Disputes clause of this Contract. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Provider, (3) to set off any amount paid or incurred from amounts due or to become due the Provider. In the event the Provider obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Provider by reason of good faith withholding by the County under this clause.

19. RIGHTS AND REMEDIES

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

20. PROVIDER'S COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

21. PATENT/COPYRIGHT INFRINGEMENT

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

A. That Provider shall be notified promptly in writing by County of any notice of such claim.

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

22. DISPUTES

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

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

(1) In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The original written materials will be submitted to the County Coordinator, who will then deliver the materials to a Dispute Resolution Board as described below. Copies of all written materials will be served upon the parties.

(2) If an appeal of the County Coordinator decision is timely received, the County and the Contractor shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Contractor and County are to petition the Clallam County Superior Court to designate a third member. The Dispute Resolution Board will then attempt to resolve the dispute based upon the written materials provided by the County Coordinator.

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

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

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

23. OWNERSHIP OF ITEMS PRODUCED

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

24. RECOVERY OF PAYMENTS TO PROVIDER

The right of the Provider to retain monies paid to it is contingent upon satisfactory performance of this Contract, including the satisfactory completion of the project described in the Special Terms & Conditions [Exhibit "A"]. In the event that the Provider fails, for any reason, to perform obligations required of it by this Contract, the Provider may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Provider for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

25. PROJECT APPROVAL

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

Name:	Kelley Lawrence
Title:	Clallam County Coordinator for Developmental Disabilities
Address:	111 E 3rd Street · Port Angeles, WA 98362
Telephone:	360-417-2407
E-mail:	kelley.lawrence@clallamcountywa.gov
Fax:	360-452-9605

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

26. NON-DISCRIMINATION

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

27. SUBCONTRACTORS

This is a fee-for-service Contract and the Provider will not enter into subcontracts for any of the work expected by this Contract without first obtaining review and written approval of the subcontract by the County.

In the event that the Provider employs the use of any Subcontractors with the written approval of the County, the Contract between the Provider and the Subcontractor shall provide that the Subcontractor bound by the terms of this Contract between the County and the Provider. The Provider shall ensure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

28. THIRD PARTY BENEFICIARIES

This Contract is intended for the benefit of the County and Provider and not for the benefit of any third parties.

29. STANDARD OF CARE

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

30. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Contract unless a more specific time period is set forth in either the Special Terms & Conditions or Scope of Work

31. NOTICE

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

32. SEVERABILITY

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

33. PRECEDENCE

In the event of an inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

A. Applicable federal, state, and local law, regulations, rules, and ordinances;

B. the DSHS Basic Agreement;

C. this Contract, including Exhibits;

D. these General Terms & Conditions; and

E. any document incorporated in the Contract by reference.

34. WAIVER

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

35. ATTORNEY FEES

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

36. CONSTRUCTION

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

37. CORRECTIVE ACTION PROCESS

If the County finds evidence of potential non-compliance during the monitoring process or learns that the Provider is out of compliance with any of the terms or conditions of this Contract, the following process will be pursued:

A. The County's DD Coordinator notifies the appropriate Provider staff of the potential non-compliance and an agreeable solution is reached.

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

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

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

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

E. Nothing in this section shall preclude audits by other duly authorized representatives of the County, the Department of Social and Health Services or other departments of State government, nor shall it preclude the recoupment of overpayments identified through those audit procedures.

38. EXECUTION, AMENDMENT AND WAIVER

The Contract shall be binding on the County only upon signature by the County Commissioners. The Contract may only be altered, amended, or waived by a written amendment executed by both parties. Only the County Commissioners have authority to alter, amend or waive the Contract on behalf of the County.

39. INSURANCE

The Provider shall maintain insurance as specified and shall pay for losses for which it is found liable. Without limiting the Provider's indemnification, it is agreed that the Provider shall maintain in force, at all times during the performance of this Contract, a policy or policies of insurance covering its operations and shall in each policy, name the County, its appointed and/or elected officers, officials, agents and/or employees as additional insureds.

The Provider shall maintain continuously during the term of this Contract public liability insurance with limits of liability not less than:

$ 500,000	each person, personal injury, including death
$1,000,000	each occurrence, personal injury, including death
$ 250,000	each occurrence, property damage liability
$2,000,000	aggregate
$1,000,000	Errors and Omissions per occurrence
$2,000,000	Errors and Omissions aggregate

The Provider shall inform the County in writing of any changes in insurance and provide County with a new certificate of insurance within twenty days of the change.

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

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

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

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

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

The County retains the right to withhold payment if the Provider does not provide timely and adequate proof of the insurance required by this Section.

The Provider shall ensure that vehicles used to transport participants as a part of services provided under this Contract are covered by a commercial vehicle insurance policy with a clear indication that clients may be transported by the provider and are covered under the policy. Further, each employee driving clients shall have their personal automobile insurance, driver's license and current driving abstract on file at the Provider's administrative office.

The Provider shall maintain Worker's Compensation coverage as required by the Industrial Insurance Act of the State of Washington.

The Provider agrees to maintain a fidelity bond in the amount of Twenty Thousand Dollars ($20,000) which covers all individuals responsible for the administration of funds. Evidence of the fidelity bond shall be provided to the County within thirty (30) calendar days of the date of this Contract. The Provider will inform the County in writing of any change in the bond and provide evidence of continuing bonding coverage within thirty (30) calendar days of the change.

40. AUDITS

The Provider shall demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

Except as set forth herein, for contracts up to and including one year in length, an independent financial audit ("audit") of funds shall be performed. For contracts in excess of one year and up to and including two years, an independent financial review ("review") of funds shall be performed in the first year of the Contract and an audit shall be performed in the second year.

The Provider is required to submit to the County a copy of the independent auditor's or reviewer's final report within thirty (30) days following the issuance of the report. Additionally, the Provider shall provide comments on the findings and recommendations in the report, including a plan for Corrective Action.

The Provider will submit their plan for audit or review to the County by **September 1, 2024,** including time frame for completion of audit or review, standards by which they will be audited or reviewed, and the name of the individual or organization who will complete the audit or review, the Provider's total federal funding, and determination of the applicability of a Single Audit.

Audits and reviews must be submitted within the time frame described in the Provider's plan. Any audit or review must be in accordance with all applicable Federal and State statutes, as well as the State to County Basic Agreement.

Documentation and records shall be maintained to support levels of service billed. These records and supportive materials shall be available to the County upon request. Audits and reviews shall be conducted to determine compliance with the rules and regulations of each program service. In accordance with RCW 74.09.200, only those participant records or portions thereof, for which services were reimbursed by the County, may be examined.

If the Provider is a subrecipient of federal awards as defined by the Office of Management and Budget (OMB), the Provider shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance numbers. The Provider shall make the Provider's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DSHS and the County. The Provider shall incorporate audit requirements into all contracts between the Provider and its Subcontractors who are subrecipients. The Provider shall comply with any future amendments to the Federal Code of Regulation for Single Audits and any successor or replacement Circular or regulation.

If the Provider expends $750,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Provider shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Provider shall submit to the County contact person the data collections form and reporting package specified in the Federal Code of Regulation for Single Audits, reports required by the program specific audit guide, if applicable, and a copy of any management letters issued by the auditor.

41. TREATMENT OF ASSETS PURCHASED BY PROVIDER

Except as provided in the Contract, title to all assets (property) purchased or furnished by the Provider is vested in the Provider and the County waives all claim of ownership to such property.

42. TREATMENT OF PARTICIPANT ASSETS

Except as otherwise provided by court order, the Provider shall ensure that any participant for whom the Provider is providing services under the Contract shall have unrestricted access to the participant's personal property. The Provider shall not interfere with the participant's ownership, possession, or use of such property. Upon termination of the Contract, the Provider shall immediately release to the participant all of the participant's personal property.

43. TREATMENT OF COUNTY ASSETS

Except as otherwise provided in the Contract, title to all assets (property) purchased or furnished by the County for use by the Provider during the Contract term shall remain with the County. During the term of the Contract, the Provider shall protect, maintain, and insure all County property in the Provider's possession against loss or damage.

44. TITLE XIX WAIVER PROVISO

Participants identified as covered under Division of Developmental Disabilities' home and community-based waiver programs shall not be funded under this Contract when services are available from the Division of Vocational Rehabilitation under PL 94-142, Title V, Section 504 of the Rehabilitation Act of 1973 or under Social Security programs which assist with employment options under PL 99-643, Section 1619(a) Employment Opportunities for Disabled Americans Act, 1986, PASS or IRWE plans.

The Provider assures that documentation is on file with the County assigning to the County its Medicaid billing rights for services to participants eligible under DDA's home and community-based waivers. Such services must be purchased no differently from the way services are purchased for participants not eligible under the waiver. Services must be purchased on a Fee for Service basis to satisfy the Title XIX Contract.

45. HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT of 1996 (HIPAA)

In addition to any other confidentiality requirements set forth herein, the Provider shall comply with the following provisions if it constitutes a "business associate" as that term is defined in 45 CFR §160.103, as now or hereafter amended.

A. The Provider is not authorized to use or further disclose "Protected Health Information" (PHI) as that phrase is defined in 45 CFR § 164.501, as now or hereafter amended, in a manner that would violate the requirements of 45 CFR § 165.504(e), as now or hereafter amended, if done by the Clallam County, except that:

(1) The Provider may use and disclose PHI for the proper management and administration of the Provider, as provided in paragraph 45 CFR § 164.504(e) (4); and

(2) The Provider may provide data aggregation services relating to the health care operations of Clallam County.

B. The Provider will:

(1) Not use or further disclose the information other than as permitted or required by this Contract or as required by law;

(2) Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Contract;

(3) Report to Clallam County any use or disclosure of the information not provided for by this Contract of which it becomes aware;

(4) Ensure that any agents, including a Subcontractor to whom it provides PHI received from, or created or received by the Provider on behalf of, Clallam County agrees to the same restrictions and conditions that apply to the Provider with respect to such information;

(5) Make available PHI in accordance with 45 CFR § 164.524;

(6) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR §164.526;

(7) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

(8) Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Provider on behalf of, Clallam County available to the Secretary for purposes of determining Clallam County's compliance with this subpart; and

(9) At termination of the Contract, if feasible, return or destroy all PHI received from, or created or received by the Provider on behalf of, Clallam County that the Provider still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

C. In addition to any other termination clause herein, this Contract may be terminated by Clallam County if Clallam County determines that the Provider has violated a material term of this provision.

D. The Provider may use the information it has received in its capacity as a business associate to Clallam County, if necessary:

(1) For the proper management and administration of the Provider; or

(2) To carry out the legal responsibilities of the Provider.

E. The Provider may disclose the information it has received in its capacity as a business associate for the purposes described in 4 of this section, if:

(1) The disclosure is required by law; or

(2) (a) The Provider obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
(b) The person notifies the Provider of any instances of which it is aware in which the confidentiality of the information has been breached.

46. SURVIVAL

Without being exclusive, Paragraphs 7, 10, 16-22, 24-25 and 34-37 of these General Terms & Conditions shall survive any termination, expiration or determination of invalidity of this Contract in whole or in part. Any other Paragraphs of this Contract which, by their sense and context, are intended to survive shall also survive.

47. ENTIRE CONTRACT

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

48. DEBARMENT CERTIFICATION

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

49. BACKGROUND/CRIMINAL HISTORY CHECK

A background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS participants, in accordance with RCW 43.43.830-845, RCW 74.15.030 and chapter 388.06 WAC. Character Competence and Suitability Reviews, if required, will be updated every three years.

If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the County shall deny payment for any subsequent services rendered by the disqualified individual provider.

It is required that the DSHS Background Check Central Unit (BCCU) be utilized to obtain background clearance.

50. REPORTING ABUSE AND NEGLECT

The Provider and its subcontractors under this contract will comply with RCW 74.34 and RCW 26.44 to the extent required by law. If the County is notified by DSHS that a Provider (or any of their staff, volunteers or authorized agents) is cited or on the registry for a substantiated finding, then associated staff will be prohibited from providing services under this contract.

DATA SECURITY REQUIREMENTS

1. DEFINITIONS

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

A. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

B. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

C. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

D. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, O365, and Rackspace.

E. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

F. Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

G. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

H. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

I. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

J. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

K. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or

comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

L. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

M. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. AUTHORITY

The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. ADMINISTRATIVE CONTROLS

The Contractor must have the following controls in place:

A. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

B. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

C. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. AUTHORIZATION, AUTHENTICATION AND ACCESS

In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

A. Have documented policies and procedures governing access to systems with the shared Data

B. Restrict access through administrative, physical, and technical controls to authorized staff.

C. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action

D. Ensure that only authorized users are capable of accessing the Data.

E. Ensure that an employee's access to the Data is removed immediately:

(1) Upon suspected compromise of the user credentials.

(2) When their employment, or the contract under which the Data is made available to them, is terminated.

(3) When they no longer need access to the Data to fulfill the requirements of the contract.

F. Have a process to periodically review and verify that only authorized users have access to systems containing

DSHS Confidential Information.

G. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

(1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

(2) That a password does not contain a user's name, logon ID, or any form of their full name.

(3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

(4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

H. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

(1) Ensuring mitigations applied to the system don't allow end-user modification.

(2) Not allowing the use of dial-up connections.

(3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

(4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

I. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

J. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

K. Render the device unusable after a maximum of 10 failed logon attempts.

5. PROTECTION OF DATA

The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

A. **Hard disk drives**. For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.

B. **Network server disks**. For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

C. **Optical discs (CDs or DVDs) in local workstation optical disc drives**. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism

D. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers**. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

E. **Paper documents**. Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

F. **Remote Access**. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

G. **Data storage on portable devices or media**.

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections::

(a) Encrypt the Data.
(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
- Keeping them in a Secure Area when not in use,
- Using check-in/check-out procedures when they are shared, and
- Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

H. **Data stored for backup purposes**.

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition

I. **Cloud storage**. DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation for your records in writing that all such procedures will be uniformly followed.
(b) The Data will be Encrypted while within the Contractor network.
(c) The Data will remain Encrypted during transmission to the Cloud.
(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
(e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor.
(f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network
(g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. SYSTEM PROTECTION

To prevent compromise of systems which contain DSHS Data or through which that Data passes:

A. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

B. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

C. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

D. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. DATA SEGREGATION

A. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non- DSHS data in a drawer, folder, or other container.

B. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. DATA DISPOSITION

When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.

Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. NOTIFICATION OF COMPROMISE OR POTENTIAL COMPROMISE

The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. DATA SHARED WITH SUBCONTRACTORS

If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub- Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

2f

OCT 2 4 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 10/16/23**

REGULAR AGENDA ☒ **Meeting Date: 10/24/23**

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 and next steps

Documents exempt from public disclosure attached: ☐

Executive summary:
Evergreen Forest County Group has requested the Clallam County Board of Commissioners to pay 2024 County Annual Dues for Public Land, Environment and Natural Resources work by Robert K. Weidner / Chartwell Enterprises Inc. on behalf of Clallam County in Washington D.C.

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?** ☐
Requested amount $10,000

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Finance Department

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: 10/11/23

Evergreen Forest County Group

9720 Ironmaster Drive
Burke, VA 22015
703 898-6603
October 2nd, 2023

RECEIVED
CLALLAM CO. COMMISSIONERS
OCT 10 2023
1...2...3...A...

Dear Commissioner,

It is a privilege to serve you in the nation's capital. Our advocacy on behalf of active National Forest management nationwide is in full swing, as is our continued lobbying on behalf of your Secure Rural Schools (SRS) payment. The National Forest Counties and Schools' Coalition (NFCSC) has scheduled an SRS fly-in for October 23rd, 24th and 25th. You are each invited to participate as we meet with key members of congress to extend SRS payments in Washington State and elsewhere. The program expired on September 30th.

Please RSVP as soon as you can.

Sincerely,

Robert K. Weidner

rkw57@mac.com

MEMORANDUM OF AGREEMENT
ON BEHALF OF CLALLAM COUNTY, A MEMBER
OF THE EVERGREEN FOREST COUNTY GROUP
A Rural Public Lands County Council Affiliate
2024

I. PARTIES

This Memorandum of Agreement is by and between Robert K. Weidner, hereinafter "Weidner", with offices in the Washington, D.C. area and Clallam County, hereinafter "the County".

II. RESPONSIBILITIES

Pursuant to the terms of this Memorandum of Agreement, Weidner will serve as Washington, D.C. government relation's advisor to Clallam County and other counties of the Evergreen Forest County Group hereinafter "Evergreen". In this role, Weidner will report to and receive guidance from Evergreen Group Members & Commissioners of participating counties including:

A. Monitoring and information gathering with the Administration and Congress with respect to matters in which the counties may have interest. Specifically, Weidner will closely monitor and provide information on matters affecting public lands within member counties.

B. Lobbying Congress and departments of the executive Branch of the government including the Department of the Interior, the Office of Management and Budget, the Department of Energy, the Environmental Protection Agency, and the Department of Agriculture with respect to matters, which affect member counties. This will involve arranging meetings for officials of the member counties with officials of these departments as necessary; the preparation of testimony and briefing papers; assisting in devising strategy; the implementation of that strategy with respect to House and Senate Committees; and liaison work with key committee members of the House and Senate Committees as well as Committee staff.

C. In addition to those activities described in "B" above, this will include working with members and staffs of relevant Congressional Committees on an on-going basis on behalf of member counties.

D. Providing regular briefings to the Evergreen Executive Committee and member counties following the guidelines set forth by the Executive Committee.

E. Provide periodic updates on issues and activities, which affect Evergreen member counties.

III. DURATION

This Memorandum of Agreement shall remain in effect from January 1, 2024, until December 31, 2024. However, either party may cancel this contract with sixty days' notice without cause.

IV. FEES

PLEASE MAKE CHECK PAYABLE TO Robert K. Weidner. In consideration of the above-referenced services to be performed by Weidner, the County agrees to pay Weidner $10,000.00 in January of 2024. Should this contract be terminated early, pursuant to the provision of III, above, and then compensation for Weidner's services shall be computed based upon the number of hours actually expended by Weidner multiplied by an hourly rate of $250.00 per hour. Provided, however, that in no event shall the fees incurred exceed the total amount stated above unless agreed to by the two parties.

9-22-23

Robert K. Weidner Date

On behalf of Clallam County Date

Evergreen Forest County Group

9720 Ironmaster Drive
Burke, VA 22015
703 898-6603
rkw57@mac.com

January 1, 2024

INVOICE

2024 County Annual Dues for Public Land, Environment & Natural Resources Work by Robert K. Weidner on behalf of Clallam County in Washington D.C.

Amount Due: $10,000.00

Please make check payable to:

Robert K. Weidner
Chartwell Enterprises Inc.
9720 Ironmaster Drive
Burke, VA 22015

W-9 S Corp. 47-2716989

Many Thanks!

A Rural Public Lands County Council Affiliate County

3a

OCT 2 4 2023

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** October 16, 2023

REGULAR AGENDA ☒ **Meeting Date:** October 24, 2023

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
Clallam County Health and Human Services is submitting an RFP for Developmental Disabilities that are responsive to the priorities listed in the RFP. Date of release for the RFP is scheduled to be October 25, 2023. The funding period will be January 1, 2024 through December 31, 2025. A total of $400,000 will be available for this funding cycle.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
Funding for the selected proposals is in the HHS 2024 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Release the RFP notice for publication.

County Official signature & print name: Kevin Lahmann

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: Health & Human Services

Date submitted: October 11, 2023

REQUEST FOR PROPOSALS/QUALIFICATIONS

Clallam County is soliciting proposals from interested parties for integrated services and programs that support individuals who experience intellectual and developmental disabilities throughout Clallam County for the period January 1, 2024 through December 31, 2025.

Sealed proposals must be clearly marked on the outside of the envelope **"Developmental Disabilities 2024 RFP Proposal"**. Mailing address for proposal is: Board of Clallam County Commissioners, 223 E 4th Street, Suite 4, Port Angeles, Washington 98362, or hand-delivered to 223 E 4th Street, Room 150 (County Commissioner's Office), Port Angeles, Washington. **Proposals MUST be received by 3:00 p.m., Monday, November 20, 2023**, whether by mail or by hand deliver. Submittals made in an incorrect format will not be considered. Proposals will be opened publicly and acknowledged at the Board of Clallam County Commissioners' Meeting on Tuesday, November 21, 2023.

An RFP application and information packet is available on the Clallam County website at https://www.clallamcountywa.gov/590/Developmental-Disabilities or a hardcopy may be obtained Monday through Friday, 9:00 a.m. – 4:00 p.m., in the Health and Human Services Department, 111 E 3rd Street (upper floor), Port Angeles, Washington. Telephone 360.417.2407 or email kelley.lawrence@clallamcountywa.gov for packets.

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

PASSED THIS _____ day of _____, 2023

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____

Loni Gores, Clerk of the Board

_____

Mark Ozias, Chair

c: Department

Publish: October 27th and November 3, 2023
Bill: Health and Human Services

Clallam County
Health & Human Services
Developmental Disabilities

2024 Request for Proposals

January 1, 2024 – December 31, 2025

DEADLINE:
NOVEMBER 20, 2023 by 3:00 p.m.

CLALLAM COUNTY
Health and Human Services
Developmental Disabilities
2024 REQUEST FOR PROPOSALS (RFP)
County Millage Funds

TABLE OF CONTENTS

2024 REQUEST FOR PROPOSALS (RFP) 2

REQUEST FOR PROPOSALS (RFP) TIMELINE 9

I. APPLICANT ELIGIBILITY 10

II. AVAILABLE FUNDING 10

III. PERIOD OF PERFORMANCE 10

IV. PROGRAM AND POLICY GOALS 10

V. PROGRAM EVALUATION 11

VI. EVIDENCE-BASED PROGRAMS 12

VII. MINIMAL TECHNICAL REQUIREMENTS 12

VIII. GRANT PROPOSALS 13

IX. REVIEW AND SELECTION CRITERIA 16

X. CONTRACT TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS .. 18

XI. ATTACHMENTS 32

- ATTACHMENT A – GRANT SUMMARY 33
- ATTACHMENT B – NARRATIVE AND BUDGET 34
- ATTACHMENT C – EVALUATION 37

CLALLAM COUNTY

Health and Human Services

Developmental Disabilities

2024 REQUEST FOR PROPOSALS (RFP)

County Millage Funds

The Clallam County Health and Human Services Department ~ Developmental Disabilities Program is requesting proposals for integrated services and programs that support individuals who experience intellectual and developmental disabilities with designated millage funds per RCW 71.20.110. Millage funds are a dedicated portion of the property tax that is required to be expended on developmental disability services.

Clallam County will ensure that individuals receiving services and supports have full access to the benefits of engaging in the community and are able to receive services and programs in the most integrated setting. Individuals who experience intellectual and developmental disabilities and their families should have opportunities for natural interactions and participation in all aspects of community life.

Clallam County day services and programs will adhere and support the values of State and Federal standards of Home and Community Based Settings (HCBS) requirements of 42 CFR 441.530 (a) (1) including that:

- The setting is integrated in the greater community and supports individuals to have full access to the greater community;
- Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
- The setting facilitates individual choice regarding services and supports and who provides them.

Additionally, Clallam County, also, aligns with the Developmental Disability Administration (DDA/DSHS) in support of the principles of:

"The Developmental Disability Administration Guiding Values"

Inclusion

Inclusion is being present and participating in the community using common resources and doing activities with other citizens. Living in a community means experiencing diversity. We want to live, work, learn, relax and recreate in places that offer us opportunities to meet and participate in community life.

Status and Contribution

Status is being valued and well regarded by others. Positive recognition is important to all of us and can be influenced by where we work and live; go to school; our role as a community member; managing daily activities; personal appearance and style; having and managing money; what we bring to others; making purchases; personal relationships and pursuits; and more.

Contribution is about recognizing and developing interests and skills and having the opportunity to contribute these in the community. Through contributing, we experience a sense of belonging and pride in ourselves. We are recognized by others for making a positive difference. Contribution leads to the experience of reciprocity (give and take), belonging and being well regarded by others. We feel valued and equal.

Relationships

Relationships offer a sense of belonging, continuity, and intimacy, and give meaning to life. Connection to others provides support and opens doors to new opportunities and experiences. Growth and stability both happen when we have a variety of relationships with family, friends, peers, coworkers, and community members.

Power and Choice

Power is having the ability to direct or influence our own lives. Information and experiences are basic to making choices. Choice is the opportunity to make decisions that are right for ourselves, and include the opportunity to succeed or fail.

Health and Safety

We believe the right to make choices and take risks is equally important to health and safety. Having information, experience and skills, giving to others, being in relationships and a sense of belonging all enhance and are integral to our safety and well-being. By improving all of these aspects of our lives, we become safer and healthier. A balance can and must be found. This allows each of us our own full and meaningful life with good health, needed safety, and the learning and self-worth which comes from making and living with our own decisions. We can find ways to have independence and choices while staying healthy and safe.

Competence

Competence is being capable of doing what we **need** to do, and what we **want** to do. We can show our competence in many ways. We may be partly or fully self-reliant. We may have the capacity to receive and direct assistance from others. We recognize that our abilities can vary and change based on the task, and that our capabilities change throughout the span of our lives. We believe everyone should be given opportunities to be as independent, self-reliant, and self-directing as possible. We know that different cultures have different ideas about competence and independence – these should be recognized and respected.

Contract for services will be effective January 1, 2024 – December 31, 2025 (24-month period).

Suggestions and ideas for the 2024 Request for Proposals (RFP) were provided by DDAC Committee Members and Community Participants at the April 11, 2023, Developmental Disability Advisory Committee (DDAC) Meeting for the purpose of developing our 2024/2025 Clallam County Biennial Community Plan. Prior to the meeting, participants were provided the 2020-2021 Clallam County Developmental Disability Survey(s)** to use as a reference for identifying barriers and gaps in local service delivery in regard to individuals who experience intellectual and developmental disabilities in Clallam County.

Following the April 11, 2023, DDAC Meeting -- a sub-committee of the DDAC reviewed all of the suggestions and ideas provided at the April 11, 2023, DDAC Meeting and developed the priorities for the Clallam County Developmental Disabilities Request for Proposals (RFP) for January 1, 2024 – December 31, 2025. These priorities were, then, submitted to the DDAC for approval. Following the DDAC approval of the RFP priorities – the RFP was submitted to the Clallam County Board of Commissioners (BOCC) for final approval.

****Note:** The Clallam County Developmental Disability Survey(s) assessed the current knowledge of services and supports in Clallam County as well as the level of inclusion and quality of life individuals who experience intellectual and developmental disabilities encounter in our community with the purpose of providing guidance to the Clallam County Developmental Disability Program, Developmental Disability Advisory Committee (DDAC) and the Developmental Disabilities Administration (DDA) in order to address barriers and gaps in local service delivery in regards to individuals who experience intellectual and developmental disabilities in Clallam County.

The survey(s) is, also, posted on the Clallam County Developmental Disabilities website:
https://www.clallamcountywa.gov/590/Developmental-Disabilities

PRIORITIES selected for this Cycle of Funding were identified from the "2024/2025 Clallam County Biennial Community Plan" (which was developed at the April 11, 2023 DDAC Meeting):

- **Parent Support Services**
- **Early Intervention Services**
- **Training and Education for Individuals with Intellectual and Developmental Disabilities and/or their Families and/or Informal Supports**

A total of $400,000 is available for integrated services and programs supporting individuals who experience intellectual and developmental disabilities and will be delivered between January 1, 2024, and December 31, 2025.

Your proposal/application must have one category selected. Only one category can be selected for each application. You can submit more than one application if you are proposing multiple projects.

PROPOSAL DEADLINE: Monday, November 20, 2023 by 3:00 p.m.

PROPOSALS MUST BE RECEIVED AT THE CLALLAM COUNTY BOARD OF COMMISSIONERS' OFFICE NO LATER THAN 3:00 P.M. ON MONDAY, NOVEMBER 20, 2023, WHETHER HAND DELIVERED OR BY U.S. MAIL. *NO LATE PROPOSALS WILL BE ACCEPTED*.

EACH PROPOSAL MUST BE:

1. **ON PLAIN WHITE PAPER (8.5 x 11 INCHES) USING 12-POINT FONT WITH 1-INCH MARGINS**
2. **NUMBERED, INCLUDING ALL ATTACHMENTS**
3. **PRINTED ON ONE SIDE ONLY**
4. **THREE-HOLE PUNCHED**
5. **PAPER CLIPPED IN UPPER LEFT CORNER. DO NOT STAPLE!!**
6. **ONE (1) ORIGINAL, INCLUDING ALL SUPPORTING MATERIALS**
7. **SEALED IN A SEPARATE ENVELOPE MARKED "DEVELOPMENTAL DISABILITY 2024 RFP PROPOSAL"**
8. **SEND AN ELECTRONIC PDF AND WORD VERSION OF EACH PROPOSAL TO KELLEY LAWRENCE AT: kelley.lawrence@clallamcountywa.gov**

A Mandatory In-Person Interview with the RFP Review Committee will be held the week of December 4th – December 8th, 2023 (Date & Time TBD). Bidders will be contacted to schedule an In-Person Interview.

BACKGROUND OF MILLAGE FUNDS

In order to provide additional funds for the coordination and provision of community services for persons who experience intellectual and developmental disabilities the county governing authority of each county in the state must budget and levy annually a tax in a sum equal to the amount which would be raised by a levy of two and one-half cents per thousand dollars of assessed value against the taxable property in the county to be used for community services for individuals who experience intellectual and developmental disabilities.

SCOPE OF WORK

Proposals for Millage Funds must address one of the three priority areas of service and be an integrated program or service that supports individuals who experience intellectual and developmental disabilities:

- **Parent Support Services**
- **Early Intervention Services**
- **Training and Education for Individuals with Intellectual and Developmental Disabilities and/or their Families and/or Informal Supports**

This Request for Proposal is available on the Internet at:
https://www.clallamcountywa.gov/590/Developmental-Disabilities
or by contacting Kelley Lawrence at:
Clallam County Health & Human Services; Phone: 360.417.2407;
Email: kelley.lawrence@clallamcountywa.gov

The Clallam County Health and Human Services Department reserves the right to make unilateral modifications to this RFP to address changes on the State and/or Local level.

2024 REQUEST FOR PROPOSAL (RFP) TIMELINE
Clallam County
Developmental Disabilities
Millage Funds
ALL DATES SUBJECT TO CHANGE

Date	Activity
October 10, 2023	DDAC Approval of Priorities
October 16, 2023	RFP to BOCC Work Session for discussion
October 24, 2023	RFP to BOCC Regular Meeting for Approval
October 25, 2023	RFP Released and Posted: https://www.clallamcountywa.gov/590/Developmental-Disabilities Advertised in Legal Newspaper 10/27 and 11/3 (required)
November 20, 2023	PROPOSALS DUE TO BOCC BY 3:00 P.M.
November 21, 2023	Proposals opened and accepted at BOCC Regular Meeting and given to HHS Staff
December 4 - December 8, 2023 (Date/Time TBD)	MANDATORY In-Person Interviews with RFP Review Committee with Rating Sheets Completed/Finalized and Preliminary Recommendations Made
December 12, 2023	RFP Review Committee makes Final Recommendations for Funding to Full DDAC for Approval
December 26, 2023	BOCC Work Session for Funding Recommendations
January 2, 2024	BOCC acts on Funding Recommendations at BOCC Regular Meeting
January 2 - 9, 2024	Contracts are created and sent to County Prosecutor for Approval (if required)
January 9 – 11, 2024	Contracts Sent to Providers
January 15, 2024	Contracts Returned to HHS with Signatures
January 23, 2024	BOCC Regular Meeting for Contract Final Approval and BOCC Signature
January 24 – 26, 2024	Final Contracts Mailed Out with Billing Forms
January 1, 2024	Services Begin

I. APPLICANT ELIGIBILITY

This RFP is seeking interested providers, both public and private, with applicable licensure (if required), experience and an integrated infrastructure to provide integrated services and programs that support individuals who experience intellectual and developmental disabilities within Clallam County.

Any entity submitting a proposal must be able to meet the county liability insurance requirements through the duration of the project. (See "Insurance" section).

II. AVAILABLE FUNDING

Up to $400,000 TOTAL for all projects for a 24-month period beginning January 1, 2024, and ending December 31, 2025.

III. PERIOD OF PERFORMANCE

Funding under this grant program is allocated for a 24-month fund cycle. The period of performance for services solicited under this RFP begins January 1, 2024, and ends December 31, 2025. Unspent funds in one funding cycle will not carryover to future fund cycles. Funding is not an assurance or guarantee of ongoing operational funding. Proposers are cautioned not to assume a commitment to future funding based on the receipt of funds in prior years. The funding process is competitive and funding recommendations are made based on the relative merits of all proposals received in each yearly cycle.

IV. PROGRAM AND POLICY GOALS

Services/Programs will be provided in an inclusive environment/setting by an inclusive agency/organization to support the integration and participation of individuals who experience intellectual and developmental disabilities in the community.

Services shall not duplicate a service paid by other funding sources (cannot supplant).

- **Supplanting** - Means to "replace" or "take the place of." Existing funds for a project and its activities may not be displaced by Millage funds and reallocated for other organizational expenses.

Services shall be for an individual with a developmental or intellectual disability as defined by Washington State in RCW 71A.10.020.

- **"Developmental Disability"** means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.

Individuals shall not be required to pay fees for services and/or activities that are paid with millage funds.

V. PROGRAM EVALUATION

Organizations/Providers must participate in a program evaluation for funded services. Grantees must have performance measures developed for each proposal. The emphasis should be on capturing data at regular intervals that can be used to determine whether funded services met expectations of the proposed project. Evaluation efforts must include standardized data collection and reporting processes that show outcomes of services provided.

See below for following types of information:

- Quantity of services (outputs) ***required***
- Level of change occurring among participants (outcomes) ***required***
- Various demographics **"required"**
- Return-on-investment or cost-benefit (system savings) ***highly recommended***

- Other measures (to be identified by Clallam County HHS and/or Provider). Agreed upon measures will be identified in the provider contract.

VI. EVIDENCE-BASED PROGRAMS

The Board of Clallam County Commissioners are committed to supporting programs and organizations that use Evidence-Based Programs (EBP) that have been accepted as a best practice. Promising, Best Practice and Innovative Programs will be considered for funding but must include a robust evaluation process. Preference will be given to evidence-based programs that maintain fidelity.

VII. MINIMAL TECHNICAL REQUIREMENTS

All responses to this Request for Proposals (RFP) must be complete and meet the following minimum technical requirements to be further reviewed. All proposals must be on plain white paper (8.5 x 11 inches) using 12-point font with 1-inch margins. Pages must be numbered, including all attachments. Pages must be printed on one side only, three-hole punched and paper clipped in the upper left corner. DO NOT STAPLE!! Also, an electronic PDF and WORD version of the proposal must be sent to: Kelley Lawrence at kelley.lawrence@clallamcountywa.gov. **One (1) original proposal including all supporting materials** must be sealed in an envelope and submitted to:

MAILING ADDRESS:

Clallam County Board of Commissioners
Attn: "Developmental Disability 2024 RFP Proposal"
223 E 4th Street, Suite 4
Port Angeles, WA 98362

PHYSICAL ADDRESS:

Clallam County Board of Commissioners
Clallam County Courthouse
Attn: "Developmental Disability 2024 RFP Proposal"
223 E 4th Street, Room 150
Port Angeles, WA 98362

Please clearly mark the mailing address on the envelope. Proposals must be **received BY 3:00 p.m. on Monday, November 20, 2023 at the physical address. Proposals not received by the deadline will not be considered for review. If a proposal is mailed to a location or office that is not designated for receipt of the proposal and, as a result, the designated office does not receive the proposal by the deadline, the proposal will be considered late and ineligible for review.**

VIII. GRANT PROPOSALS

All grant proposals will be screened and rated based on the following information.

Instructions for Completing the Grant Proposal Project Narrative:
Using Attachment B: Narrative Template and Budget for Grant Proposals please provide the following information. The Narrative is limited up to 10 pages (excluding attachments).

Narrative Information

1. **Organizational Capacity** **20 Points**

A. Organizational Governance and Financial Audit

Provide a description of your internal governance and leadership structure. Provide a description of your basic managerial and fiscal structure including program management, accounting and internal controls. Summarize the results of your Agency's (or your unit of financial independence) most recent audit/or administrative inspection. Include description of any disallowed costs, questioned costs and administrative findings. Explain your plan or response to any findings.

B. History of Project Management

Provide evidence and examples of similar projects implemented and managed which demonstrates the ability of the organization to successfully implement and manage publicly funded projects in a timely manner, within budget, and consistent with funding requirements.

C. Staffing Capacity

Provide a complete list of staff positions for the project, including the Project Director and other key personnel, showing the role of each and their level of effort and qualifications. Discuss how key staffs have demonstrated experience with and understand the service needs of individuals who experience intellectual and developmental disabilities (IDD).

2. Community Needs and Benefit — 30 Points

A. Needs – Gaps in Services and Target Population

What do you identify as the community need? How do you quantify and measure the need? The statement of need should include a clearly established plan of service. What is the target population you intend to serve and what is that populations' unmet need or gap in services you propose to address? How many people in Clallam County are in need of the service you propose and how many individuals within this target population will you serve during the grant period?

B. Outreach Plan

Describe your outreach plan for your target population and how it ensures that eligible persons learn about and have access to your program.

C. Link between Community Need and Gaps in Service

Describe how the identified need is consistent with meeting Community Need and Gaps in Service in Clallam County.

3. Project Description — 40 Points

A. Project Description

Describe your project. Include what services you will provide, when you will provide them and where services will be delivered. Provide a timeline for implementation.

B. Evaluation

Describe your plan for program evaluation, including data collection, management and analysis. Use the Evaluation Worksheet (**Attachment C**) to describe: 1) Goals; 2) Activities and 3) Objectives. Objectives must be measurable and include both outputs and outcomes. One output should be the number of individuals served. Outcomes are benefits or changes for program participants and may relate to behavior, skills, knowledge, attitude, values, conditions, or other attributes.

C. Evidence-Based, Promising, Best, or Innovative Practice

What evidence-based, promising, best or innovative practice(s) will you use to serve your target population? Preference will be given to evidence-based programs that demonstrate fidelity.

Promising and best practices will be considered for funding but must include a robust evaluation process.

D. Community Inclusion, Integration and Collective Impact

Describe how your services or project will provide inclusion for participants in the community and how you intend to integrate with other programs in the community. What kind of impact will the project have?

4. Project Financial Feasibility — 10 Points

A. Budget Narrative

Provide a narrative justification of the items included in your proposed budget and a description of existing resources and other support you expect to receive for the proposed project. Provide clear evidence that the project scope will not supplant current project funding and confirm that other funding sources are exhausted prior to the utilization of these funds.

B. Project Budget

Funding under this grant program is allocated for a 24-month period. Initial funding is not an assurance or guarantee of ongoing operational funding. Submit a complete Budget Worksheet of the project including any in-kind match.

Copy of your most recent financial audit. Include any responses to any findings, etc.

IX. REVIEW AND SELECTION CRITERIA

The Clallam County Developmental Disabilities Advisory Committee (DDAC) will convene a review committee and evaluate eligible proposals and make recommendations to the full DDAC for approval and then, to the Clallam County Board of Commissioners for final approval. Only individuals who do not have a conflict of interest will participate on the RFP Review Committee.

Grant Proposals will be evaluated as per section VIII. The RFP Review Committee will convene to develop written questions they have regarding each proposal. Proposers will be notified of the date and time to appear before the committee for a question and answer session. Proposers will give a 5-10 minute summary of their proposed project and then have time to address the questions from the committee. The sessions are used to further the evaluation process and clarify questions raised by the written proposals. Be prepared to respond to questions about the proposal related to project design, budget and community integration. Please bring the persons within the organization that can provide a response to these questions.

All applicants will be notified in writing of the acceptance or rejection of their proposals. If a proposal is not selected for funding, the organization may resubmit a proposal at the next grant cycle.

1. **Important factors include:**

   A. The degree the proposal addresses gaps in services.

B. Effectiveness of proposed services demonstrated by strategies to obtain realistic projected measurable outcomes.

C. Proposal cost versus services provided.

D. Efficacy of program design and the degree to which the agency demonstrates an understanding of the program/project requested by the RFP.

E. Compliance of proposal with the requirements contained within the RFP.

F. Evidence of successful collaboration with other organizations in the community that provide similar or complementary services that will assist in making the project a success.

G. Any mention of a partner in a proposal requires "A Letter of Support".

H. All acronyms used in a proposal MUST be spelled out the first time it is used in that proposal.

I. All Sections/Subsections of the Proposal templates MUST be completed separately, even if it means there is some redundancy across those templates.

In evaluating each proposal, the County reserves the right to consider past County contract performance if the provider has had a contract for services in the past.

2. <u>Unacceptable Proposals</u>

Some examples of what would constitute an unacceptable proposal are those which meet at least one of the following criteria:

A. Does not address all the requirements of the particular project.

B. Demonstrates that the applicant does not understand the requirements of the RFP or the project.

C. Contains inappropriate or unreasonable costs.

D. Does not meet the deadline for submittal.

E. Does not meet the prescribed number of copies for submittal.

F. Does not provide an integrated setting for service or program.

G. Agency/Organization submitting proposal(s) offer segregated services to individuals who experience intellectual and developmental disabilities.

X. CONTRACT TERMS AND CONDITIONS AND INSURANCE REQUIRMENTS

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Defense and Indemnity Agreement.

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

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

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

Contractor, the Contractor's employees, agents or subcontractors.

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

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

16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any

determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

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

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

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

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

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

20. Disputes:

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

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

B. Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the

Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

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

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

project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

    Name: Kelley Lawrence
    Title: Clallam County Developmental Disabilities Coordinator
    Address: 111 E 3rd Street · Port Angeles, WA 98362
    Telephone: 360-417-2407
    E-mail: kelley.lawrence@clallamcountywa.gov

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

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

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

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

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

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

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

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

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

    A. Applicable federal, state, and local statutes, ordinances, and regulations;

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

    C. Special Terms and Conditions (Attachment D); and

    D. General Conditions (Attachment C).

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

☒ With each request for payment.

☐ Monthly.

☒ Quarterly.

☐ Semi-annually.

☐ Annually.

☐ Project completion.

☐ Other (specify):

Progress reports shall include, at a minimum, the following: Each monthly invoice will include all backup for expenses that are being reimbursed. A county billing form will be provided.

Quarterly reports will be required with narrative and measurable outcomes that were accepted in the RFP agreement.

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

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

☒ COMMERCIAL GENERAL LIABILITY:

Bodily injury, including death	$1,000,000 per occurrence $2,000,000 aggregate
Property damage	$1,000,000 per occurrence $2,000,000 aggregate

☒ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two-year tail)	$2,000,000 per occurrence
☒ WORKERS COMPENSATION:	Statutory amount

IF USING VEHICLES FOR SERVICES BEING CONTRACTED:

☒ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles	
Bodily injury, liability, including death	$1,000,000 per occurrence $2,000,000 aggregate
Property damage liability	$1,000,000 per occurrence $2,000,000 aggregate
☒ BUSINESS AUTOMOBILE LIABILITY:	$1,000,000 per occurrence

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

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

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

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

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

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

☐ 4. Other (specify):

XI. ATTACHMENTS

ATTACHMENT A – Grant Summary

ATTACHMENT B – Narrative and Budget

ATTACHMENT C – Evaluation

ATTACHMENT A

GRANT SUMMARY
CLALLAM COUNTY HHS – DEVELOPMENTAL DISABILITIES
MILLAGE FUND RFP

Organization Name: _____

Proposal Title: _____

Check One: ☐ Parent Support Services ☐ Early Intervention Services ☐ Training and Education for Individuals with Intellectual and Developmental Disabilities and/or their families and/or informal supports

Proposal Summary:

Requested Funds Amount: $_____
Matching/In-kind Funds Amount: $_____

Street Address:
City: State: Zip:
Primary Contact: Phone: E-Mail:
Non-Profit Status: 501C3 of the Internal Revenue Code? ☐ Yes ☐ No
Federal Tax ID Number: _____

- If incorporated, attach a list of the members of the Board of Directors, including names and addresses.
- If not incorporated (sole proprietor or partnership), attach a list of the names and addresses of the principals.

_____ _____
Signature, Title Date

ATTACHMENT B

NARRATIVE AND BUDGET
CLALLAM COUNTY HHS – DEVELOPMENTAL DISABILITIES
MILLAGE FUND RFP

All Proposals will be screened and rated based on the following Narrative information using the template below. All sections/subsections of the Proposal MUST be completed, even if it means there's some redundancy. The Narrative is limited to 10 pages.

1. **Organizational Capacity**

   A. Organizational Governance and Financial Audit (attach most recent financial audit)

   B. History of Project Management

   C. Staffing Capacity

2. **Community Needs and Benefit**

   A. Needs – Gaps in Services and Target Population

   B. Outreach Plan

   C. Link between Community Need and Gaps in Service

3. **Project Description**

   A. Project Description (Who, What, Where, When)

B. Evaluation
- Goals
- Activities
- Objectives
- Output
- Outcome

C. Is your project an Evidence-Based, Promising, Best or Innovative Practice (explain)

D. Community Inclusion, Integration and Collective Impact (explain)

4. <u>Project Financial Feasibility</u>

A. Budget Narrative

B. Project Budget
(See Next Page for Budget Worksheet)

BUDGET WORKSHEET

	Budget Form	**Total Amount**	**Total Amount Requested**
a.	Personnel (Name/Position/Hourly Rate)		
		$	$
		$	$
		$	$
		$	$
		$	$
	Total Personnel	$	$
b.	Benefits (explain)		
		$	$
		$	$
	Total Benefits	$	$
c.	Direct Expenses (explain)		
		$	$
		$	$
		$	$
		$	$
		$	$
	Total Direct Expenses	$	$
d.	Other Expenses (explain)		
		$	$
		$	$
		$	$
		$	$
		$	$
	Total Other Expenses	$	$
e.	10% of Salaries Only	$	$
f.	In-Kind	$	
	TOTAL REQUEST	$	$

ATTACHMENT C

EVALUATION
CLALLAM COUNTY HHS – DEVELOPMENTAL DISABILITIES MILLAGE FUND RFP

INSTRUCTIONS:

Evaluation is the collection of information about a program in a systematic and defined manner to demonstrate success, identify areas for improvement and lessons learned. Every program has at least one end goal and might have several – one or more activities are required to make progress toward meeting the goal. Progress is measured with one or more objectives that might cover an output (number of something) or outcome (change over time) due to the program.

DEFINITIONS:

Goal:	A broad statement or a desired, longer-term, outcome of a program. A program can have one or multiple goals. Each goal has a one or more related specific objectives that, if met, will collectively achieve the stated goal.
Activity:	Work performed to produce specific outputs and outcomes.
Objective:	A statement of a desired program result (specific, measurable, achievable, realistic, and time-bound).
Output:	Results of program activities; the direct products or deliverables of program activities, such as number of: sessions completed, people served, materials distributed.
Outcome:	Effect of a program (change) - can be in: participant satisfaction; knowledge, attitude, skill; practice or behavior; overall problem; or a measure of return-on-investment or cost-benefit. Identify any measures that are "fidelity" measures for an evidence-based practice.

EVALUATION WORKSHEET

GOAL	ACTIVITY	OBJECTIVE	OUTPUT	OUTCOME

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 10/16/23**

REGULAR AGENDA ☒ **Meeting Date: 10/24/23**

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:
A vacancy exists on the Clallam Bay/Sekiu Community Action Team due to the expiration of the term.

A press release was issued during the month of July 2023 soliciting applications from interested citizens. Two applications were received.

The District III Commissioner, Mike French endorses the appointment of Susan Montana to the Clallam Bay/Sekiu Community Action Team.

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

Relevant Departments: Board of Commissioners

Date submitted: 10-9-23

RESOLUTION _____, 2023

APPOINTING A MEMBER TO THE
CLALLAM BAY/SEKIU COMMUNITY ACTION TEAM

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Clallam Bay/Sekiu Community Action Team due to the expiration of the term.

2. A press release was issued during the month of July 2023 soliciting applications from interested citizens. Two applications were received.

3. The District III Commissioner, Mike French endorses the appointment of Susan Montana to the Clallam Bay/Sekiu Community Action Team.

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

1. **Susan Montana** is appointed as an At-large representative for a term expiring December 31, 2025.

PASSED AND ADOPTED this 24th day of October 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

_____
Mark Ozias, Chair

_____
Randy Johnson

_____
Mike French

ATTEST:

_____
Loni Gores, CMC, Clerk of the Board

c: Appointee(s)
File A22.154

DRAFT

3C

OCT 2 4 2023

AGENDA ITEM SUMMARY

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

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date: October 23, 2023**

REGULAR AGENDA ☒ **Meeting Date: October 24, 2023**

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

Item summary:

☐ Call for Hearing
☐ Contract/Agreement/MOU - Contract #
☐ Resolution
☐ Proclamation
☐ Budget Item
☐ Draft Ordinance
☐ Final Ordinance
☒ Other Seeking BOCC authority to apply for equipment grant

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office received pre-application approval to apply for the WA State Commerce Department Law Enforcement Pursuit Technology Grant Program. We are seeking to obtain a technologically advanced unmanned aircraft vehicle (UAV) which will significantly enhance our current drone program. The new drone would be a significant upgrade of capabilities allowing for the following activities: close range surveillance, investigating armed and dangerous suspects, hazard threat assessments, search and rescue, crime scene photography, traffic collision reconstruction, serving high-risk warrants and fugitive apprehension. We are requesting $46,773 from Commerce to cover the cost of the UAV, training for two new pilots and the cost of FAA Part 107 licenses. We are seeking BOCC Chair signature on the Certifications and Assurances Form. The Letter of Submittal has already been signed by the BOCC.

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

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

County Official signature & print name: Ron Cameron

Name of Employee/Stakeholder attending meeting: Diane Harvey

Relevant Departments: Sheriff's Office
Date submitted: 10/18/23

---

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

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

TECHNICAL PROPOSAL OF THE CLALLAM COUNTY SHERIFF'S OFFICE

Consistent with the requirements specified in the State of Washington Department of Commerce ("Commerce") Request For Proposals No. S24-34444-001 ("RFP"), the Clallam County Sheriff's Office, a law enforcement agency serving the citizens and community of Clallam County, submits the following technical proposal:

A. Project Approach/Methodology

The Clallam County Sheriff's Department seeks to significantly enhance our current limited drone program by proposing the purchase of a technologically advanced unmanned aircraft vehicle ("UAV") that would be a significant upgrade of capabilities allowing for the following activities: close range surveillance, investigating armed and dangerous suspects, emergency management, including hazard threat assessments, search and rescue, crime scene photography, traffic collision reconstruction, serving high-risk warrants and aiding in fugitive apprehension. We are requesting $46,773.50 from Commerce to cover the cost of the UAV, training for two new pilots and the cost of FAA Part 107 licenses.

We currently have a single, six-year-old, small UAV, a DJI MAVIC 2 Enterprise that has limited capability in the wind, very limited battery capacity and its camera capabilities are outdated and not sufficiently robust for many of our missions. This drone has served to be our initial "pilot" program to get our UAV program started and provide experience to our two certified FAA pilots and test out the usefulness of having drones available during our calls of service. After working to get our drone program up and running, we realize the importance of having a more sophisticated drone at the ready for the many different calls of service that we face in protecting and serving our community and providing our law enforcement with the tools to keep them safe.

One call of service example from last year will suffice to demonstrate how critical this type of advanced equipment is to our policing efforts and in helping to keep first responders and our citizens safe: 911 Dispatch receives a call at 2:08 am on September 22, 2022 from a woman who reports that she has been hit in the head with an axe. The suspect, her boyfriend, has barricaded himself in a shop on the property. At 2:23 am, a Clallam County deputy arrives on the scene and reports that shots are being fired from the shop. The deputy requests backup, including Washington State Police SWAT and a drone request from our neighboring county, Jefferson County. Without the drone, there is no effective surveillance possible to assist law enforcement in determining how to tactically react to this extremely dangerous night-time situation. Shots continue to be fired at deputies as they await backup. Several hours later, SWAT arrives with a drone, a tactical robot, and two armored vehicles; the Jefferson County drone, now in place, acts as overwatch. The suspect engages with a rifle and eventually, the suspect is subdued. The high-tech drones acted as a key element in assuring the life-safety of law enforcement and first responders who were on scene during this harrowing incident.

The Clallam County Sheriff's Office has carefully selected an American-made platform UAV, the RMUS Skycatch Explore2, to materially advance our drone program. RMUS (Rocky Mountain Unmanned Solutions) is a leading UAV solutions provider in North America, founded in 2014. The turnkey Skycatch Explore2 comes "Ready-to-Deploy" with Skycatch mission planning software embedded. This fully integrated hardware and software stack enables highly accurate and repeatable data outputs managed on local U.S. servers for secure processing and protected access. As required under this RFP, this is a nonarmed and nonarmored UAV. RMUS includes a complimentary training class with every package to ensure a high-level understanding of the platform and payload capabilities.

We are pairing this UAV platform with a highly advanced camera system that will enable us to utilize this drone in many different missions and under severe weather conditions that our current drone cannot be deployed in. In particular, the DJI H20N camera provides: (1) starlight sensors for low light operations in search and rescue operations and evening, night and inclimate weather operations; (2) powerful optical zoom capabilities to assist in missing person searches; (3) dual thermal sensors which significantly increases the observation distance for high risk surveillance operations; and (4) a laser rangefinder for precise coordinates of a location or object to an accuracy of 1 meter for emergency management, search and rescue and high-risk surveillance operations.

B. Work Plan

The Clallam County Sheriff's Office will employ the following work plan after contracting with Commerce concerning this RFP: an assigned sheriff's deputy will place a sales order based upon a quote we have already received from our Drone vendor for the following items: Skycatch Explore 2 Aircraft, Remote; 2 batteries and a charger; DJI Zenmuse H20N camera; spare propellers (6); spare batteries (3 sets); a GPC Explore 2 case; a GPC battery case; the RMUS Drone Fleet Management Software – Package; RMUS UAS Pilot Safety Package which includes 2 high visibility vests, preflight-checklist lanyard and 5 foot diameter dust protective launch/landing pad, and RMUS Explore 2 On-Demand Training. RMUS has indicated to us that they will be able to deliver the drone, the camera and all accessories within 10 business days.

The Clallam County Sheriff's Office currently has a Policy governing the use of UAV devices (attached hereto as Attachment A). All deputies are required to read and confirm that they will adhere to this Policy. The Clallam County Sheriff's Office also currently has two FAA 107 certified drone pilots on its staff. As part of this work plan, we intend to have two additional deputies train as drone pilots and be FAA certified under Part 107. These two selected deputies will train at DARTDRONES, in Seattle Washington for two whole days of training. The instructor will be Louis Morales, a US Army Veteran with over 16 years of experience in UAV operations, who is a certified Thermographer, FAA Part 61 commercial pilot and Part 107 Remote Pilot.

Before the new drone is put into operation, we will draft a UAV Inter-Local Data Sharing Agreement which will be signed by all of the local law enforcement agencies who interact with us or have a mutual aid agreement with the Clallam County Sheriff's Office. We currently have an Interlocal Agreement with our law enforcement partners in the Olympic Peninsula, including OPNET, and would amend this agreement as needed to include the usage of drones.

C. Project Schedule

The following is our expected project schedule:

December 2023	Execution of Commerce Contract
January 2024	Order RMUS Skycatch Explore2 (receive late January)
Jan-March 2024	Draft UAV Inter-Local Data Sharing Agreement and Policies (including new performance metrics to be documented)
March 2024	UAV Inter-Local Data Sharing Agreement executed by local law enforcement agencies
April 2024	Drone Training for two new Clallam County Deputies; FAA Certification test for these two deputies
May 2024	Train on new UAV
June 2024	Deploy new UAV for missions
2024	Performance Reports as Required by Commerce

D. Outcomes and Performance Measurements

Similar to how the Clallam County Sheriff's Office presently monitors the use and outcomes obtained from deploying our less-than-lethal force Taser devices, we will document in our arrest/crime report the use of the UAV and the outcome of such use. We will collect such data and would make it available on a yearly basis to Commerce as requested and would also share with other law enforcement agencies in Washington State.

We will employ the following metrics: (1) whenever the UAV is deployed, it will be documented in our arrest/crime report (in OPNET or neighboring jurisdictions, we will separately create a performance report for the incident in order to track calls of service with this device), (2) we will describe the following in the Report: (a) reason for deployment, (b) did the UAV meet the mission needs? (c) did the UAV aid in a non-lethal outcome? (d) did the UAV

contribute to reducing the life-safety risk of law enforcement or others at the scene? and (e) did the UAV aid in reducing the time of the service call based on prior experience with such calls?

E. Risks

With respect to the delivery of the equipment, we have confirmed with RMUS that they have this UAV in stock and could deliver the requested package within 10 business days. So we have no supply chain risk. The Clallam County Sheriff's Office does recognize the following risk relating to its proposal: while the UAV platform is American made, and will only use US-based servers, the high-end camera that serves as a payload is made in the Peoples Republic of China. Currently, many public agencies in Washington State use Chinese made drones and cameras for UAV surveillance. A proposed Senate Bill 5755 exists seeking to restrict unmanned aircraft and unmanned aircraft systems manufactured in China from being purchased by Washington State agencies and local agencies. No action, other than the reading of the proposed Senate Bill has occurred and it is not clear whether the language presently drafted will be changed or whether this Senate Bill will ever become law. At this point, because the UAV we have selected relies on communication only from US servers, it is not even clear if the Senate Bill as it is written would apply to this purchase. Depending upon what happens with this Senate Bill, we may have to change the quote to substitute a non-China manufactured camera that will likely be double the cost of the camera that we have selected and would require us to expend monies outside the monies sought from Commerce. We understand this risk and will of course comply with any new State law regarding UAV purchases.

F. Deliverables

The Clallam County Sheriff's Office will have the following deliverables as part of its scope of work: (1) the purchase of the RMUS Skycatch Explore2 with high-end camera and operational accessories (2) the drafting and execution of a UAV Interlocal Data-Sharing Agreement and modification as need to our current law enforcement Interlocal Agreement, (3) the training of two additional drone pilots who will become Part 107 FAA certified before operating this new UAV (4) policy to assure that calls of service performance metrics are collected as described above, and (5) performance reports as required by Commerce.

G. Related Information

During the past twenty-four (24) months, the following contracts were executed between the Applicant, the Clallam County Sheriff's Office and the State of Washington:

(1) WA State Military contract, Homeland Security Grant Program (Operation Stonegarden), E23-240, executed 9/1/2022;

(2) WA State Emergency Management Division contract, State Individual Assistance -Household Appliances and Home Repair Program, D23-016, executed 12/19/22;

(3) WA State Department of Commerce contract, JAG Formula Grant, F20-31440-203, executed 4/20/23;

(4) WA State Department of Commerce contract, 2021 STOP Violence Against Women Formula Grant Program, F21-31103-040, executed 1/1/22;

(5) WA State Department of Commerce contract, 2022 STOP Violence Against Women Formula Grant Program, F22-31103-071, executed 1/1/23;

(6) WA State Parks and Recreation Commission contract, Patrol Vessel Replacement Grant, MLE 123-346, executed 11/2022;

(7) WA State Military Dept. contract, Homeland Security Grant Program (SHSP), E23-089, executed 9/2/22;

(8) WA State Park and Recreation Commission contract, Recreational Boating Enforcement and Education Grant, MLE 123-396, executed 10/26/22;

(9) WA State Department of Commerce contract, Less Than Lethal Equipment Program, F19-31440-504, executed 12/15/2021;

(10) WA State Military Dept. contract, All Hazards Alert Broadcast Siren, E22-284, executed 4/1/22.

The following current staff of the Applicant, the Clallam County Sheriff's Office, were previously employed at some time during the past twenty-four (24) months as a Washington State employee:

(1) Nicholas Cannady, WA State Dept. of Corrections (Correctional Officer), 12/31/21 departure date, current position with Clallam County: Corrections Deputy
(2) Matthew Montez, WA State Dept. of Corrections (Correctional Officer), 3/22 departure date, current position with Clallam County: Corrections Deputy
(3) Ryan Roman, WA State Dept. of Corrections (Correctional Officer), 10/18/21 departure date, current position with Clallam County: Corrections Deputy
(4) Gregory Granum, WA State Dept. of Corrections (Correctional Officer), 1/23 departure date, current position with Clallam County: Corrections Deputy
(5) Victoria Landgren, WA State Department of Corrections (Admin Assistant), 10/19/21 departure date, current position with Clallam County: Administrative Specialist, Sheriff's Office

The Applicant has not had a contract terminated for default in the last five years.

COST PROPOSAL FOR RFP NO. S24-34444-001

The Clallam County Sheriff's Office submits the following cost proposal of $ 46,773.50:

A. Identification of Proposed Costs

UAV Equipment/Training	Quantity	Unit Price	Net Price	Total Price
RMUS SkyCatch Explore2 UAV Package	1	$25,875.00	$25,875.00	$25,875.00
DJI-H20N Zenmuse Camera	1	$9,239.00	$9,239.00	$9,239.00
DJI-TB-60 Batteries	4	$700.00	$2,800.00	$2,800.00
RMUS-Landing Pad	1	$119.99	$119.99	$119.99
RMUS-HUB Lite (Specific UAV Manufacturer Operation Training)	1	$199.00	$199.00	$199.00
			UAV EQUIPMENT COST	**$38,232.99**
			UAV SALES TAX	$3,375.51
			Freight Cost	$125.00
			UAV TOTAL COST	**$41,733.50**
FAA Certification/Pilot Training For 2 Deputies (2 full days-DARTDRONES Wings Course)	2	$1649	$3,280	$3,280
FAA Certifcation	2	$150	$300	$300
Hotel Expense for Training (incl. Tax)	2	$187.44	$374.88	$374.88
Salary for Weekend Training	2	$542.56	$1,085.12	$1,085.12
			TRAINING COST	**$5,040**
			TOTAL PROJECT COST	**$46,773.50**

RMUS Unmanned Solutions™

QUOTE

Original

Quotation No.: 40166
Quotation Date: 09/18/23
Request Date: 10/18/23
Customer No.: 1014155
Page No.: 1 of 2

BILL TO	SHIP TO
Clallam County Sheriff's Office 223 E 4TH STREET #12 PORT ANGELES WA 98362	**Clallam County Sheriff's Office** 223 E 4TH STREET #12 PORT ANGELES WA 98362

RMUS Team Member: Chad Walker
Contact Name: Nelson Morgan
Terms: 30 days net

Item No.	Description	Part Number	Qty	Retail Price	Discount %	Price	Total
RMUS-EXPLORE2-H20-PKG	RMUS Skycatch Explore 2 H20 Package		1 EA	$ 25,875.00		$ 25,875.00	$ 25,875.00
Package Includes: 1 - Skycatch Explore 2 Aircraft, Remote, 2 Batteries and Charger 1 - H20 RGB Zoom Camera 1 - Spare Propeller Set 6 - Spare batteries (3 sets) 2 - Spare Remote Batteries 1 - GPC Explore 2 Case 1 - GPC Battery Case 1 - RMUS Drone Fleet Management Software - Package includes RMUS enhanced Airdata Enterprise 1 year licenese (per user) which includes detailed instructions, created by RMUS technicians. These easy-to-follow instructions will allow your crew to perform routine maintenance. 1 - RMUS System Calibration - Includes baseline maintenance inspection and firmware updates. RMUS manufacturer certified technicians ensure all batteries, aircraft, remotes, tablets and other accessories are in working order prior to shipment. This process will save dozens of hours of setup time for your UAS Pilots and Crew. 1 - RMUS UAS Pilot Safety Package - Includes two (2) high visibility vests, preflight-checklist lanyard and 5 foot diameter dust protective launch/landing pad. 1 - RMUS Explore 2 On-Demand Training 1 – RMUS UAS Program Management Essentials Online Trainings - Includes course packages for one user: - Intro to Drone Operations Package - includes introduction to UAVs course, part 107 prep course, and UAV crew trainings. LAANC training - UAS Foundations Package - Intro to UAS Flight Controls, Intro to Camera Settings, Intro to Aerial Mapping. - Drone Program Manager Intro Course						
DJI-H20N-BASIC	DJI Zenmuse H20N SP - Basic - CB.202203170251	CB.2022031 70251	1 EA	$ 9,239.00		$ 9,239.00	$ 9,239.00
DJI Zenmuse H20N - Care Enterprise Basic							
DJI-TB60-BAT	DJI Matrice 300 Series - Part 08 - TB60 Intelligent Flight Battery - CB.202205250319	CB.2022052 50319	4 EA	$ 700.00		$ 700.00	$ 2,800.00
RMUS-LANDING-5	RMUS UAV 5 foot Landing Pad		1 EA	$ 119.99		$ 119.99	$ 119.99
RMUS-HUB-LITE	RMUS Hub Lite		1 EA	$ 199.00		$ 199.00	$ 199.00
RMUS HUB lite includes all RMUS training content. Popular trainings include foundational knowledge: part 107 Prep, Basic Flight Training, LAANC introduction and Aircraft Specific Training for manufacturers: DJI, Autel, Parrot, Sony and Real Time Robotics.							
RMUS-SD_HOLDER	RMUS micro SD Card Holder		1 EA	$ 6.00	-100.00	$ 0.00	$ 0.00
Holds 10 micro SD cards.							

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800-793-3548

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techsupport@rmus.com

accounting@rmus.com
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RMUS Unmanned Solutions™

QUOTE

Original

Quote Terms

Confidential - This quote contains proprietary pricing and other confidential information that can not be shared outside your organization.

All prices are valid within 30 calendar days of quote date.

Payment due prior to product shipment, unless terms have been extended.

All sales of UAV packages are final. Returns of unopened items in the original packing are subject to a 20% restocking fee.

If you have questions, please contact sales@rmus.com or call us at 801-316-3250.

Thank you for your business.

Subtotal	$ 38,232.99
Freight	$ 125.00
State (%)	$ 2,493.27
City (%)	$ 882.24
Total	**$ 41,733.50**

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techsupport@rmus.com

accounting@rmus.com
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Dec 16 - 17, 2023 | 8:30am - 5pm

Hyatt House - Seattle/Redmond

3 seats left

Reserve My Seat

MORE WEEKENDS ↓

Questions? Contact us!

As low as $149/mo with affirm. Learn more

DEC 16 - 17, 2023

WA , Seattle

8:30am - 5:00pm EST

Hyatt House - Seattle/Redmond

+ **lifetime online access to Real World Flight Planning and Execution**

ENROLL **$ 1,649**

Why Complete the DARTdrones Wings?

Perfect for novice pilots

This training program is designed to get you started in drones even if you have no previous experience.

What You Get

- **2 days of in-person training**
- **16+ hours of online classes**
- **3 outdoor flight sessions (drone provided)**
- **Access to full online Part 107 course, 300+ practice test questions, last minute test prep webinar**
- **Money-back guarantee on drone license exam ***

Select a weekend that works for you in

Seattle ⌄

Change city ↷

Want to buy now and pick a time later? You can always purchase DARTdrones Training Credits for you or a loved one.

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the Proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the Proposal are true and correct.

2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

3. The attached Proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by COMMERCE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.

4. In preparing this Proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this RFP or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.

5. I/we understand that COMMERCE will not reimburse me/us for any costs incurred in the preparation of this Proposal. All Proposals become the property of COMMERCE, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Proposal.

6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not be knowingly disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.

7. I/we agree that submission of the attached Proposal constitutes acceptance of the RFP contents and the attached example contract and general terms and conditions. If there are any proposed edits to these terms, I/we have described those edits in detail on a page attached to this document.

8. No attempt has been made or will be made by the Proposer to induce any other person or organization to submit or not to submit a Proposal for the purpose of restricting competition.

9. I/we grant COMMERCE the right to contact references and any others who may have pertinent information regarding the ability of the Proposer and the lead staff person to perform the services contemplated in this RFP.

10. If any staff member(s) who will perform work on this contract has retired from the state of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

11. I/we are not debarred from doing business with the state of Washington or the United States.

I/We have reviewed the Contract and General Terms and Conditions and I/we: (*check one*)

☐ **are** submitting proposed contract edits. If proposed contract edits are being submitted for consideration, I/we have attached them to this form. (*See Section 2.14*)

☐ **are not** submitting proposed contract edits. (*Default if neither are checked*)

On behalf of the Proposer submitting this Proposal, my signature below attests to the accuracy of the above statement as well as my authority to bind the submitting organization.

Signature of Proposer — Date

MACK OZIAS — CHAIR - BOCC

Printed Name — Title

EXHIBIT B

CONTRACTOR CERTIFICATION
EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS
WASHINGTON STATE GOODS & SERVICES CONTRACTS

Pursuant to the Washington State Governor's Executive Order 18-03 dated June 12, 2018, the Washington Department of Commerce is seeking to contract with qualified organizations which certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers. See Section 4.2.

RFP Number: S24-34444-001

I hereby certify, on behalf of the organization identified below, as follows (check one and sign below):

☒ NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This organization does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

☐ MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This organization requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

☐ This organization certifies it has no employees.

I hereby certify, under penalty of perjury under the laws of the state of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the organization listed herein.

NAME: CLALLAM County
Print full legal entity name of organization

By: [signature] TOM REYES
Signature of authorized person — Printed Name

Title: DEPUTY CO. ADMIN. Place: PORT ANGELES, WA
Title of person signing certificate — Print city and state where signed

Date: 9/21/2023

Return to Procurement Coordinator as part of your complete response.