



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, October 16, 2023 – 9:00 a.m.

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

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

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

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

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

Administration ? 9 a.m.

1. Calendar/Correspondence
2. Agreement with Washington State Administrative Office of the Courts for security services and equipment

Agreement 

3. 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.

Discussion and Next Steps 

4. Agreement with Department of Ecology for water quality combined grant

Agreement 

5. Agreement with Concerned Citizens for adult developmental disability services

Agreement 

6. Agreement with Morningside for adult developmental disability services

Agreement 

7. Agreement with Pierce, Jones & Associates for adult developmental disability services

Agreement 

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

Notice of call for proposals 

Community Development

9. Pre-application questionnaire and letter of support with Department of Commerce for Climate Planning Grant

Pre-application questionnaire and letter of support 

Board of Commissioners

10. Resolution appointing Susan Montana to the Clallam Bay/Seki Community Action Team

Resolution 

Budget

11. Discussion on proposed budget revisions to be considered on October 31 (5a)*

Budget revisions 

12. Discussion on proposed budget reductions to be considered on October 31 (5b)*

Budget reductions 

13. Discussion of proposed supplemental appropriations to be considered on October 31 (5c)*

Supplemental appropriations 

14. Discussion of proposed budget emergencies to be considered on October 31 (5d)*

Budget emergencies 

General Discussion/Items for Future Agendas

- A. Joint Meeting with the Port of Port Angeles (October 23 at 11 a.m. at BOCC)
- B. DNR Collaborative Asset Management Outreach Project Discussion (November 6 at 1 p.m.)
- C. Department of Natural Resources Quarterly Report Meeting (November 20 at 1 p.m.)
- D. Department of Transportation Highway 101 Project Discussion (December 11 at 9 a.m.)

EXECUTIVE SESSION

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

- Other items may be added at the discretion of the Board and additional Work Sessions may be scheduled if more time is needed to allow for adequate discussion.

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



AGENDA ITEM SUMMARY

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

OCT 16 2023

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: Loren Erickson

Name of Employee/Stakeholder attending meeting: Lacey Halberg

Relevant Departments: Superior Court, Sheriff, Facilities

Date submitted: 10/05/23

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

Agenda Item Summary Court Security Grant 2023

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

Revised: 3-04-2019

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

**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 _____

Christopher Stanley, CGFM
Name _____

Chief Financial and Management Officer
Title _____

Commissioner

Date

IAA24487

Signature _____ Date 9/13/23
Lacey Halberg
Name _____

Court Administrator
Title _____

Civil Prosecutor
9/27/2023
Date _____

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3

AGENDA ITEM SUMMARY

OCT 16 2023

(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

* 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)

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,

A handwritten signature in black ink, appearing to read 'R. K. Weidner', with a long horizontal line extending to the right.

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.

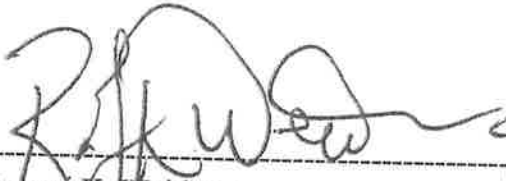
- E. Provide periodic updates on issues and activities, which affect Evergreen member counties.

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.


Robert K. Weidner
Date 9-22-23

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



AGENDA ITEM SUMMARY

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

4
OCT 16 2023

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

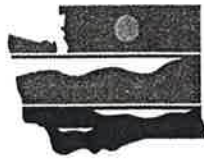
Name of Employee/Stakeholder attending meeting: Jennifer Garcelon and Katie Kowal

Relevant Departments: _____

Date submitted: 10/11/2023

* 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)



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. WQC-2023-CICHHS-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.

State of Washington Department of Ecology

Agreement No: WQC-2023-CICHHS-00131

Project Title: Enhanced PIC in Clallam County's CWD Matriotti-Bell

Recipient Name: Clallam County - Health and Human Services

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.

Agreement No: WQC-2023-CICHHS-00131

Project Title: Enhanced PIC in Clallam County's CWD Matriotti-Bell

Recipient Name: Clallam County - Heath and Human Services

Agreement No: WQC-2023-CICHHS-00131
Project Title: Enhanced PIC in Clallam County's CWD Matriotti-Bell
Recipient Name: Clallam County - Heath and Human Services

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

Agreement No: WQC-2023-CICHHS-00131

Project Title: Enhanced PIC in Clallam County's CWD Matriotti-Bell

Recipient Name: Clallam County - Heath and Human Services

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

State of Washington Department of Ecology

Agreement No: WQC-2023-CICHHS-00131

Project Title: Enhanced PIC in Clallam County's CWD Matriotti-Bell

Recipient Name: Clallam County - Heath and Human Services

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

State of Washington Department of Ecology

Agreement No: WQC-2023-CICHHS-00131

Project Title: Enhanced PIC in Clallam County's CWD Matriotti-Bell

Recipient Name: Clallam County - Heath and Human Services

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

Clallam County - Heath and Human Services

By: _____

By: _____

Vincent McGowan, P.E.

Date

Mark Ozias

Date

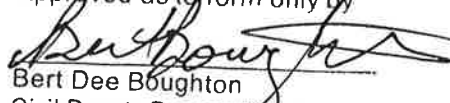
Water Quality

Commissioner

Program Manager

Template Approved to Form by
Attorney General's Office

Approved as to form only by


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

State of Washington Department of Ecology

Agreement No: WQC-2023-CICHHS-00131

Project Title: Enhanced PIC in Clallam County's CWD Matriotti-Bell

Recipient Name: Clallam County - Heath and Human Services

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)	

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Agreement No: WQC-2023-CICHHS-00131

Project Title: Enhanced PIC in Clallam County's CWD Matriotti-Bell

Recipient Name: Clallam County - Heath and Human Services

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 RECIPIENT 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 RECIPIENT 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,

State of Washington Department of Ecology

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Recipient Name: Clallam County - Health and Human Services

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.

State of Washington Department of Ecology

Agreement No: WQC-2023-CICHHS-00131

Project Title: Enhanced PIC in Clallam County's CWD Matriotti-Bell

Recipient Name: Clallam County - Heath and Human Services

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.	

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Agreement No: WQC-2023-CICHHS-00131

Project Title: Enhanced PIC in Clallam County's CWD Matriotti-Bell

Recipient Name: Clallam County - Heath and Human Services

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-CICHHS-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.

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Project Title: Enhanced PIC in Clallam County's CWD Matriotti-Bell

Recipient Name: Clallam County - Heath and Human Services

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.

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Agreement No: WQC-2023-CICHHS-00131

Project Title: Enhanced PIC in Clallam County's CWD Matriotti-Bell

Recipient Name: Clallam County - Heath and Human Services

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.	

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Project Title: Enhanced PIC in Clallam County's CWD Matriotti-Bell

Recipient Name: Clallam County - Health and Human Services

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

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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.	

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Project Title: Enhanced PIC in Clallam County's CWD Matriotti-Bell

Recipient Name: Clallam County - Heath and Human Services

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

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Agreement No: WQC-2023-CICHHS-00131

Project Title: Enhanced PIC in Clallam County's CWD Matriotti-Bell

Recipient Name: Clallam County - Heath and Human Services

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.

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“Defeasement” 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 Defeasement 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 correlate to the State Fiscal Year in which the project is funded.

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“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.

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“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:

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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.

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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

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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

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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

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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.

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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

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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.

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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

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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

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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

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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

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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.

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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

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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,

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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,

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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:

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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.

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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.

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- 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.

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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.

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Recipient Name: Clallam County - Heath and Human Services

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.

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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

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- 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.

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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.

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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

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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



AGENDA ITEM SUMMARY

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

5
OCT 16 2023

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 LOPICCOLLO

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: HHS

Date submitted: October 10, 2023

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

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

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: kelly.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:

APPROVED AS TO FORM:

Loni Gores, Clerk of the Board

Approved as to form only by

Bert Dee Boughton

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. TECHNICAL 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. WITHHOLDING 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 or 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 PROVISIO

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

- 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 contract 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.



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AGENDA ITEM SUMMARY

OCT 16 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-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:

A handwritten signature in blue ink, appearing to read "Kevin Lawrence", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: HHS

Date submitted: October 10, 2023

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

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

**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: kelly.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
Date 10/4/2023

ATTEST:

APPROVED AS TO FORM:

Loni Gores, Clerk of the Board

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. TECHNICAL 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. WITHHOLDING 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 or 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 PROVISIO

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 contract 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.



7
OCT 16 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-PJA | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

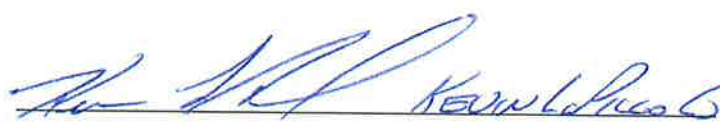
The attached Provider Contract is between Clallam County Health and Human Services and Pierce, Jones & Associates for adult developmental disability services. The purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons 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:  Kelley Lawrence

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: HHS

Date submitted: October 10, 2023

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

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

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:

 Karen Pierce, Owner

 9/29/2023
 Date

ATTEST:

APPROVED AS TO FORM:

 Loni Gores, Clerk of the Board

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. TECHNICAL 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. WITHHOLDING 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 or 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 PROVISIO

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, Q365, 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

- 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.



8
OCT 16 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 L. BRICCIANI

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: Health & Human Services

Date submitted: October 11, 2023

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary - 2024 Request for Proposals (RFP) - Priorities
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

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 kelly.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

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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 kelly.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. Unacceptable Proposals

Some examples of what would constitute an unacceptable proposal are those which meet at least one of the following criteria:

- A. Does not address 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 REQUIREMENTS

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. Project Financial Feasibility

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)

9
OCT 16 2023

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

* 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)



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

Board of Clallam County Commissioners

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

TODD MIELKE, County Administrator

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**
W/S: **10/16/2023**

DATE SUBMITTED TO

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 Sheriff'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.



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	



10
OCT 16 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**

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/Seki 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/Seki 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

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



RESOLUTION _____, 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

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French

c: Appointee(s)
File A22.154



AGENDA ITEM SUMMARY

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

OCT 16 2023

Department: BOCC

WORK SESSION ☒ Meeting Date: 10-16-23

REGULAR AGENDA ☒ Meeting Date: 10-17-23

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 - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on October 31, 2023.

Budget revisions – Transfer or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase.

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?** ☐
See attached form(s).

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice – Budget revisions.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)

Budget Revisions 10-17-23
Revised: 3-04-2019



NOTICE OF BUDGET REVISION MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget revision shown below on October 31, 2023 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

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

A copy of the budget change forms may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: October 17, 2023

Mark Ozias, Chair

Publish: October 21

Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

SEP 05 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 08/23/2023

Budget Hearing/Meeting Date: 09/26/2023

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☒ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	30701.411 ✓	Budget Name	Information Technology - Capital
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME Capital	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30701.411 ✓	Information Tech ✓	59418.64.1210 ✓	Network Device Replacement Project	21,700
30701.411 ✓	Information Tech ✓	59418.64.1340 ✓	Wireless Network	20,800
30701.411 ✓	Information Tech ✓	59418.64.3205 ✓	Cisco Functional License Renewal	26,643
30701.411 ✓	Information Tech ✓	59418.64.1290 ✓	Bladeserver Hardware to Replace	304
Total				69,447 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME Capital	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30701.411 ✓	Information Tech	59418.64.3175 ✓	Phone System Upgrade/Replacement	35,643
30701.411 ✓	Information Tech	59418.64.3210 ✓	Cisco Network Switch Replacement	6,500
30701.411 ✓	Information Tech	59418.64.3220 ✓	Tyler Permit Planning System	27,000
30701.411 ✓	Information Tech	59418.64.3190 ✓	Uninterruptible Power Supply Upgrade	304
Total				69,447 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reallocation of funds for actual project costs.

County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

SEP 07 2023



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 09/07/23

Budget Hearing/Meeting Date: 10/31/23

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☒ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11004.811 ✓	Budget Name	Sheriff - VRF Boating Program ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11004.811 ✓	Sheriff - VRF ✓ Boating Program	52123.10.0500 ✓	Overtime	3,450
Total				3,450 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11004.811 ✓	Sheriff - VRF ✓ Boating Program	59421.64.0841 ✓	Vessel and Equipment	3,450
Total				3,450 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The purchase price of our new patrol vessel was updated after last year's budget projections occurred, leading to a shortage of \$3,450 on the capital line for the vessel cost. We would like to transfer these funds from our overtime line, since due to staffing shortages we will underspend that line.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

OCT 04 2023

CLALLAM COUNTY BUDGET CHANGE FORM

10/4/2023

Date Submitted: 9/29/23

Budget Hearing/Meeting Date: 10/31/23



- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
☒ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.815 ✓	Budget Name	Sheriff – Jail ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815 ✓	Sheriff - Jail ✓	52360.10.0010 ✓	Regular Time	19,497 ✓
Total				19,497 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815 ✓	Sheriff - Jail ✓	52360.41.1030 ✓	Personnel Services	19,497 ✓
Total				19,497 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Contracted costs for Norpoint Services to provide Courthouse security for the month of Sept 2023 total \$19,497. These costs are not budgeted, so we need to transfer budget from our staff salary lines into the professional services line. The staff salary lines have extra budget based on open positions that we are currently in the process of filling.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

126



AGENDA ITEM SUMMARY

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

12
OCT 16 2023

Department: BOCC

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

REGULAR AGENDA ☒ **Meeting Date:** 10-17-23

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 - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioners will consider adopting by Resolution the attached budget reduction on October 31, 2023.

Budget reductions – a reduction in revenues and/or expenditures.

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?** ☐
See attached form(s).

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice – Budget reductions.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)



NOTICE OF BUDGET REDUCTION

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget reduction shown below on October 31, 2023 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

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

A copy of the budget change form may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: October 17, 2023

Mark Ozias, Chair

Publish: October 21, 2023

Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

OCT 03 2023



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 10/03/2023 Budget Hearing/Meeting Date: 10/31/2023 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- X ✓ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	50601.461 ✓	Budget Name	HR – Employee Health Care Benefit ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50601.461 ✓	HR – Employee Health Care Benefit ✓	39717.00.0000 ✓	Transfer from General Fund Reserve	19,000 ✓
50601.461 ✓	HR – Employee Health Care Benefit ✓	39717.00.0010 ✓	Transfer from Public Works	4,450 ✓
50601.461 ✓	HR – Employee Health Care Benefit	51731.20.0080 ✓	Wellness Program Payments	20,000 ✓
50601.461 ✓	HR – Employee Health Care Benefit	51731.20.0085 ✓	Bus Pass Program	5,000 ✓
Total				48,450 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50601.461	HR – Employee Health Care Benefit	50800.00.0000 ✓	Ending Fund Balance	48,450
Total				48,450 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Updated guidance from the WA State Auditor's Office is that the 50601.461- 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 00100.461 Human Resources in the General Fund. Once this process has been completed, the 50601.461 – HR Employee Health Care fund will be closed. (1 of 3)

County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]

[Signature]

114



AGENDA ITEM SUMMARY

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

13
OCT 16 2023

Department: BOCC

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

REGULAR AGENDA ☒ **Meeting Date: 10/17/23**

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 - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on October 31, 2023.

Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of supplemental appropriations.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on October 31, 2023 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

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

Copies of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: October 17, 2022

Mark Ozias, Chair

Publish: October 21

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

SEP 21 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 9-19-23 Budget Hearing/Meeting Date: 10/31/23 ✓

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11341.511 ✓	Budget Name	HHS – FPHS – Foundational Public Health Services
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511 ✓	HHS - FPHS	33604.25.0000	~~HHS~~ - Foundational Public Health Services	428,500
Total				428,500 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511 ✓	HHS – FPHS	56210.41.5050 ✓	Environmental Health	198,801
11341.511 ✓	HHS – FPHS	56210.41.5075 ✓	Interfund: HHS Operations	172,272
11341.511 ✓	HHS – FPHS	56210.49.0230 ✓	Unanticipated Projects	57,427
Total				428,500 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract #14 is adding FPHS funding. The Environmental Health fund is being allocated \$198,801 and the HHS operations fund is being allocated \$172,272. An additional \$57,427 will be placed in unanticipated projects pending program planning. (1 of 3)

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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SEP 21 2023



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 9-19-23 Budget Hearing/Meeting Date: 10/31/23

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx. 00100.511 ✓ Budget Name HHS – Environmental Health ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511	HHS – Env Health ✓	34620.00.0215 ✓	FPHS Administration	198,801
Total				198,801 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511	HHS – Env Health	56252.10.0500 ✓	Overtime	16,410
00100.511	HHS – Env Health	56253.10.0500 ✓	Overtime	6,913
00100.511	HHS – Env Health	56256.10.0500 ✓	Overtime	24,903
00100.511	HHS – Env Health	56260.10.0500 ✓	Overtime	12,047
00100.511	HHS – Env Health	56256.10.0010 ✓	Regular Time	84,457
00100.511	HHS – Env Health	56259.10.0010 ✓	Regular Time	5,000
00100.511	HHS – Env Health	56252.10.0010 ✓	Regular Time	5,000
00100.511	HHS – Env Health	56256.20.0020 ✓	Benefits	44,071
Total				198,801 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract #14 is adding FPHS funding. The funding is eligible to compensate for the increases to salaries and benefits that resulted from the pay study and for overtime costs for the records scanning project. Funding is also being added for the FPHS food safety program position. (2 of 3)

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)



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SEP 21 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 9-19-23

Budget Hearing/Meeting Date: 10/31/23 ✓

☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11301.511	Budget Name	HHS Operations
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511	HHS Ops	33310.55.0010 ✓	WIC	3,000
11301.511	HHS Ops	33310.57.0010 ✓	WIC Farmer's Market	598
11301.511	HHS Ops	33393.26.0030 ✓	Immunizations VFC Ops	6,160
11301.511	HHS Ops	33393.99.0000 ✓	MCH Block Grant	24,916
11301.511	HHS Ops	34620.00.0214 ✓	FPHS Administration Interfund.	172,272
Total				206,946 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511	HHS Ops	56210.43.0020 ✓	Travel Training	3,000
11301.511	HHS Ops	56210.31.0020 ✓	Operating Supplies	598
11301.511	HHS Ops	56210.10.0010 ✓	Regular Time	45,237
11301.511	HHS Ops	56210.10.0500 ✓	Overtime	58,000
11301.511	HHS Ops	56210.41.0020 ✓	Professional Services	41,365
11301.511	HHS Ops	56210.45.0010 ✓	Building Office Rental	58,746
Total				206,946 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract #14 is adding funding for the WIC, Immunizations, MCH, and FPHs programs. The funding is eligible to compensate for the increases to salaries and benefits that resulted from the pay study and departmental reorganization which allows funding is being added to the regular time lines to pay for those cost increases for the employees working in those programs. Also, FPHS funding is being added to overtime line to pay for the cost of the records scanning project. (3 of 3)

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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OCT 09 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 09.19.23

Budget Hearing/Meeting Date: 10.31.23 ✓

☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	40201.611 ✓	Budget Name	PW – Solid Waste ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
40201.611 ✓	PW – Solid Waste ✓	33403.10.0033 ✓	DOE – MTCOA	\$7,500
40201.611 ✓	PW – Solid Waste ✓	34370.00.0010 ✓	Intergovernmental City of PA	\$2,500
Total				\$10,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
40201.611 ✓	PW – Solid Waste ✓	53710.41.7777 ✓	PW Other Services and Charges	\$10,000
Total				\$10,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The final scope of work and amount of WSU service efforts for the 2023 Waste Reduction Plan were unknown when the 2023 budget was prepared. 75% of this value will be reimbursed by the Dept of Ecology LSWFFA grant, the remaining 25% will be reimbursed by the City of Port Angeles Enterprise Fund.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]

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OCT 03 2023



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 10/31/2023
9/22/2023

Budget Hearing/Meeting Date: 10/31/2023 ✓

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.221 ✓	Budget Name	Auditor ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.221 ✓	Auditor ✓	34145.00.0000 ✓	Election Services	104,000
Total				104,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	104,000
Total				104,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

2022 Primary Election revenue budgeted in 2022 was not received until 2023.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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OCT 04 2023

CLALLAM COUNTY BUDGET CHANGE FORM

10/4/2023

Date Submitted: 9/29/23

Budget Hearing/Meeting Date: 10/31/23 ✓



- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.811 ✓	Budget Name	Sheriff's Office - Operations
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff's Office - Operations	34210.00.0000 ✓	Law Enforcement Services	62,136
Total				62,136 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
~~00100.811~~ ✓	~~Sheriff's Office - Operations~~	~~52122.10.0500~~ ✓	~~Overtime~~	62,136
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	62,136
Total				62,136 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reimbursement for overtime shifts worked in support of our Operation Stonegarden Grants FY19 and FY20.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten signatures]

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OCT 04 2023

CLALLAM COUNTY BUDGET CHANGE FORM

10/4/2023

Date Submitted: 9/29/23

Budget Hearing/Meeting Date: 10/31/23 ✓



- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.816 ✓	Budget Name	Sheriff – Jail Medical ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.816 ✓	Sheriff – Jail Medical ✓	34630.00.0025 ✓	Mental Health Services	6,100
Total				6,100 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.816 ✓	Sheriff - Jail Medical ✓	52360.41.0020 ✓	Professional Services	6,100
Total				6,100 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Our jail's Mental Health Professional salary is reimbursed by the Health & Human Services Behavioral Health tax, which includes substitute service needed during her absences. The Professional Services line needs to be reimbursed for these expenditures to Peninsula Behavioral Health, as they are the provider filling in inmate evaluations as needed.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]

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AGENDA ITEM SUMMARY

14
OCT 16 2023

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 10/16/23

REGULAR AGENDA ☒ Meeting Date: 10/17/23

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 - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on October 31, 2023

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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?** ☐

See attached notice

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

Approve the attached notice of debatable emergencies.

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)



BUDGET RESOLUTION _____, 2023

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

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

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

1. A public hearing on the debatable emergencies listed above will be held October 31, 2023 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 17th day of October 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: October 21, 2023

Bill: Commissioners

c: Budget Director

Treasurer

Department(s)

OCT 03 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 9/12/2023 Budget Hearing/Meeting Date: 10/31/2023

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	50601.461 ✓	Budget Name	HR – Employee Health Care Benefit ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50601.461 ✓	HR – Employee Health Care Benefit ✓	50800.00.0000 ✓	Ending Fund Balance	78,450
Total				78,450 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50601.461 ✓	HR – Employee Health Care Benefit ✓	59714.00.0045 ✓	Transfer to Human Resources	78,450
Total				78,450 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Updated guidance from the WA State Auditor's Office is that the 50601.461- 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 00100.461 Human Resources in the General Fund. Once this process has been completed, the 50601.461 – HR Employee Health Care fund will be closed. (2 of 3)

County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten signature]

CLALLAM COUNTY BUDGET CHANGE FORM

SEP 21 2023



Date Submitted: 9/12/2023

Budget Hearing/Meeting Date: 10/31/2023 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.461 ✓	Budget Name	Human Resources ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.461 ✓	Human Resources ✓	39714.00.0045 ✓	Transfer from Employee Health Care	78,450
Total				78,450 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.461 ✓	Human Resources	51731.20.0080 ✓	Wellness Program Payments	20,000
00100.461 ✓	Human Resources	51731.20.0085 ✓	Bus Pass Program	5,000
00100.293 ✓	General Fund ✓ Reserves	50800.00.0000 ✓	Ending Fund Balance	53,450
Total				78,450 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Updated guidance from the WA State Auditor's Office is that the 50601.461- 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 00100.461 Human Resources in the General Fund. Once this process has been completed, the 50601.461 – HR Employee Health Care fund will be closed. (3 of 3)

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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OCT 03 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 10/6/2023

Budget Hearing/Meeting Date: 10/31/2023

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	50401.461	Budget Name	HR – Risk Management
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50401.461	HR – Risk Management	50800.00.0000	Ending Fund Balance	\$269,590
Total				\$269,590

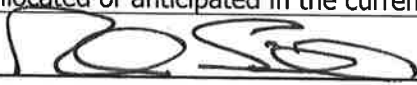
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50401.461	HR – Risk Mgmt	51960.10.0010	Regular Time	\$ 2,700
50401.461	HR – Risk Mgmt	51960.20.0020	Benefits	\$ 900
50401.461	HR – Risk Mgmt	51960.46.0054	WAC Risk Pool – Property	\$ 83,995
50401.461	HR – Risk Mgmt	51960.46.0052	WAC Risk Pool – Liability	\$181,995
Total				\$269,590

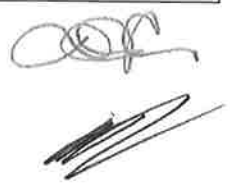
Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Requesting additional funding to address approved reclassifications as well as an unanticipated increase in insurance premium costs that were not allocated or anticipated in the current budget.

County Official Approval: 

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)



121

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE
OCT 03 2023



Date Submitted: 10/6/2023

Budget Hearing/Meeting Date: 10/31/2023 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	50501.461 ✓	Budget Name	HR – Workers Compensation Claims ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50501.461 ✓	HR – Workers Compensation ✓	50800.00.0000 ✓	Ending Fund Balance	\$203,600
Total				\$203,600

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50501.461 ✓	HR – Workers Compensation ✓	51768.10.0010 ✓	Regular Time	\$ 2,700
50501.461 ✓	HR – Workers Compensation ✓	51768.20.0020 ✓	Benefits	\$ 900
50501.461 ✓	HR-Workers Compensation ✓	51768.41.1003 ✓	Medical Payments	\$200,000
Total				\$203,600

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Requesting additional funding to address approved position reclassification, unanticipated workers compensation claim costs, and unknown yet-to-be incurred charges for the remainder of 2023.

County Official Approval: 

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)



122

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

OCT 04 2023



Date Submitted: October 3, 2023

Budget Hearing/Meeting Date: October 31, 2023 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	30201.911. ✓	Budget Name	Parks and Facilities – REET 2 ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30201.911. ✓	Parks and Facilities – REET 2 ✓	50800.00.0000 ✓	Ending Fund Balance	\$ 60,200
Total				\$ 60,200 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30201.911. ✓	Parks and Facilities – REET 2 ✓	59435.63.1725 ✓	Courthouse Landscape Irrigation Sidewalk	\$ 60,200
Total				\$ 60,200 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

This increase is to cover unforeseen construction issues, such as removal of the kiosk to prepare for future single point entry, replacement of curb and gutter at drive through not in the original construction specifications. Additionally, the unforeseen yet needed repair soft spot in driveway and installation of a catch basin at the edge of the sidewalk were not part of the original contract.

County Official Approval:
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

120

OCT 04 2023



CLALLAM COUNTY BUDGET CHANGE FORM

10/4/2023

Date Submitted: 9/29/23

Budget Hearing/Meeting Date: 10/31/23 ✓

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.817 ✓	Budget Name	Sheriff – Emergency Services ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves	50800.00.0000 ✓	Ending Fund Balance	5,400
Total				5,400 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817 ✓	Sheriff – Emergency Services ✓	52510.10.0010 ✓	Regular Time	5,400
Total				5,400 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Salary reviews were conducted and approved by Human Resources earlier this year, with changes in effect starting July 1, 2023. Additional funding of \$5,400 is requested to cover the adjusted salary cost of our Emergency Management Coordinators.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten signatures]

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OCT 04 2023

CLALLAM COUNTY BUDGET CHANGE FORM

10/4/2023

Date Submitted: 9/29/23

Budget Hearing/Meeting Date: 10/31/23



- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.813	Budget Name	Sheriff – Animal Control
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	4,500
Total				4,500

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.813	Sheriff – Animal Control	55430.10.0010	Regular Time	4,500
Total				4,500

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Salary reviews were conducted and approved by Human Resources earlier this year, with changes in effect starting July 1, 2023. Additional funding of \$4,500 is requested to cover the adjusted salary cost of our Animal Control Deputy.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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OCT 04 2023

CLALLAM COUNTY BUDGET CHANGE FORM

10/4/2023

Date Submitted: 9/29/23

Budget Hearing/Meeting Date: 10/31/23 ✓



- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.816	Budget Name	Sheriff – Jail Medical
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves	50800.00.0000 ✓	Ending fund Balance	50,000
Total				50,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.816	Sheriff - Jail Medical	52360.10.0010 ✓	Regular Time	15,000
		52360.31.0086 ✓	Inmate Medicine	28,000
		52360.41.0086 ✓	Inmate Medical	7,000
Total				50,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

We are seeing increased rates of compromised health amongst our inmate population. On average each inmate requires more medications, more lab work or outside provider visits, and more consultation with our staff doctors than was previously necessary. None of this care is optional and has cost more than anticipated, so we are requesting budget increases across the lines for Doctor salaries, inmate medicine, and inmate medical, which covers outside provider services.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten signature]

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CLALLAM COUNTY BUDGET CHANGE FORM OCT 09 2023



Date Submitted: 10/9/2023 Budget Hearing/Meeting Date: 10/31/2023 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- xx✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
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- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.221 ✓	Budget Name	Auditor ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending fund balance	28,000
Total				28,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.221 ✓	Auditor ✓	51440.49.0030 ✓	Printing and Binding	28,000
Total				28,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

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 in 2023 in the amount of \$28,000.
The major portion of these expenses will be billed to the participating jurisdictions after the elections take place in 2024.

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

