



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, August 15, 2023 – 9:45 a.m.

EXECUTIVE SESSION - August 15, 2023 at 8:30 a.m.

Pursuant to RCW 42.30.110, an executive session will be held at 8:30 a.m., Tuesday, August 15, 2023 in the Commissioners Board Room, 223 East 4th Street, Port Angeles, Room 160. No Zoom option will be available.

This executive session is being called to discuss developing issues, and Clallam County involvement, in potential litigation with Washington State Association of Counties WSAC and other counties as co-plaintiff in injunctive relief against the Department of Social and Health Services DSHS.

Per RCW 42.30.110(i), the Board may recess into executive session "to discuss with legal counsel representing the agency litigation . . . to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency."

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

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

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

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA ? Any Commissioner may remove items for discussion

1a. Approval of vouchers for the week of August 7

Approval of vouchers 

- 1b. Approval of minutes for the week of August 7

Approval of minutes 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Agreement with Department of Social and Health Services for adult developmental disability services

Agreement 

- 2b. Agreement with Department of Ecology for Dungeness Floodplains Restoration Project

Agreement 

- 2c. Agreement Contract with Health Care Authority for Community Prevention and Wellness Initiative to prevent and reduce the misuse and abuse of alcohol, tobacco, and drugs

Agreement 

BIDS AND AWARDS

- 3a. Bid opening ? Lower Dungeness River Levee Slope Repair Project

Bid opening 

- 3b. Bid opening - Downtown Sekiu Sewer main Replacement

Bid opening 

ADMINISTRATION

- 4a. Notice of call for bids to be received no later than 10 a.m. Tuesday, September 12, 2023 for the Clallam County ? VAV Upgrade Project

Notice of call for bids 

COMMUNITY DEVELOPMENT

- 5a. Call for hearing to be held Tuesday, August 29, 2023 at 10:30 a.m. regarding Ordinance Title 33, Zoning, Chapter 33.53, Landscape and Lighting Requirements, of the Clallam County Code, to repeal all sections of Chapter 33.53, Landscape Requirements and replace with new Chapter

Call for hearing 

BUDGET

- 6a. Notice the Preliminary 2024 Clallam County Budget will be available September 5, 2023

Notice 

- 6b. Notice that the following budget revisions will be adopted by Resolution on August 29: DCD - Lower Dungeness Floodplain - Funding for monitoring devices for the Dungeness Levee which will be used to monitor water quality, fish movement, water flow, and

depth/\$50,000

HHS - Foundational Public Health Services - The Foundational Public Health Services budget is being revised to increase the grant funding returned line. This revision reallocates the balances remaining in those lines that were not fully expended into the grant funding returned line in preparation to submit the refund request/\$243,969

Budget revisions

- 6c. Notice that the following supplemental appropriations will be adopted by Resolution on August 29:
Public Works - Equipment Rental and Revolving - Expenditures for capital machinery purchase were included in the budget, however, the revenue was not/\$924,380
HHS - Environmental Health - Washington State Department of Health Consolidated Contract is adding funding to the shellfish and onsite septic system programs to perform testing and monitoring related services/\$38,333

Supplemental appropriations

- 6d. Resolution calling for a hearing to be held August 29 at 10:30 a.m. for the following debatable emergencies:
BOCC Operations - With the reorganization of the Board of County Commissioner and Finance Department offices, additional furnishings are needed to accommodate the newly hired County Administrator/\$4,500
Treasurer - Land Assessment - Department of Natural Resources Fire Patrol billed late 2022 and paid in 2023, and increases for the Department of Natural Resources Fire Patrol, City of Port Angeles Stormwater, and irrigation assessments for county owned parcels/\$2,000
Public Works - Roads - Expenditures for capital machinery purchases that were approved during the budget process were not included in the final budget/\$662,670
Public Works - Equipment Rental and Revolving - The 2023 Equipment Rental and Revolving did not reflect the carryover impact of a budgetary increase made in 2022 to fund higher fuel costs, which have continued to increase more than anticipated in 2023/\$288,364
District Court I
? Grant revenue received in 2022 no longer being spent and will be sent back to Administrative Office of the Courts fund source/\$71,501
? Administrative Office of the Courts grant revenue that supports the Mental Health Court was included in the budget, but the expenses were not/\$21,405

Debatable emergencies

PUBLIC COMMENT ? Please limit comments to three minutes

EXECUTIVE SESSION

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

The following meetings are scheduled for the Board of Commissioners August 14 - 18:

Monday, August 14:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual Update

Tuesday, August 15:

8:15 a.m. Executive Session

10:00 a.m. Board Meeting

10:30 a.m. Hearing(s) - See Agenda

1:30 p.m. Board of Health Meeting

Wednesday, August 16:
8:00 a.m. Coffee with Colleen
10:00 a.m. Clallam Transit Meeting

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

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

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



19
AUG 15 2023

Date of report: August 9, 2023

General	\$153,435.80
Other	\$979,165.70
Credit Card	\$61,934.65
Total	\$1,194,536.15

STATE OF WASHINGTON

County of Clallam

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

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

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

MIKE FRENCH

RANDY JOHNSON

RICH SILL (County Administrator)

Weekly Expenditures

August 7 - 11, 2023

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	Assessor	27,665.90			
00100.221	Auditor	563.42			
00100.241/291	Commissioners (BOCC)	2,237.62			
19914.291	BOCC - Veterans Relief		2,177.26		
19925.291	BOCC - Hotel/Motel		75,833.33		
19941.291	BOCC - Opportunity Fund		30,750.00		
00100.331-334	Dept. of Community Develop't (DCD)	2,234.98			
00100.871	District Court I	65.57			
11301.511	Health & Human Services (HHS)		16,708.75		
11323.511	HHS - Chem Dep/Mental Hlth		42,275.54		
11331.511	HHS - Developmental Disabilities		12,317.06		
50401.461	Human Resources (HR) - Risk Mgmt.		41,376.81		
00100.411	Information Technology (IT)	17,274.70			
30701.411	IT - Capital Projects		165,225.32		
00100.851	Juvenile Services	492.66			
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		274.69		
00100.911/912	Parks Fair Facilities (PFF)	22,726.39			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		6,354.78		
30501.911	PFF - Capital Projects		11,580.59		
00100.841-843	Prosecuting Attorney	5,614.64			
	Public Works (PW)				
10101.611	PW - Roads		19,836.86		
41401.611	PW - Clallam/Sekiu Sewer		2,215.36		
42401.611	PW - Carlsborg Sewer		248.18		
43401.611	PW - Bullman Beach Water System		373.65		
50301.611	PW - ER&R (Equip't Rental & Revolving)		463,015.09		
00100.811-815,817	Sheriff	72,506.58		498.38	
11003.811	Sheriff - Boating Safety		128.60		
11008.811	Sheriff - OPNET Drug		733.74		
11065.811	Sheriff - OPSCAN Operations		1,685.91		
11068.811	Sheriff - Stonegarden		82,683.60		
11080.811	Sheriff - Inmate Commissary		300.00		3.08
00100.891	Superior Court Clerk	1,166.54			
00100.231	Treasurer	388.42			
12201.231	Treasurer - O&M (Operation & Maintenance)		3,067.50		
Total		152,937.42	979,162.62	498.38	3.08

VISA Current Charges:	61,934.65
Statement Date:	08/07/23

Report Reconciliation		Totals			
Total	1,132,100.04	General Fund	153,435.80		
Final Check Lists	1,132,100.04	Non-GF	979,165.70		
Difference	-	VISA Charges	61,934.65		
		Grand Total	1,194,536.15	Use Tax	501.46

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

COPY

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
8/15/2023	CHARM-TEX	0330895-IN	jkoon	1,043.40	91.82	1,043.40
8/15/2023	LEXIS NEXIS RISK MGMT INC	807309-20230731	jkoon	4,620.00	406.56	4,620.00
8/15/2023	SWANSONS SERVICES CORP.	1743724	jkoon	35.00	3.08	35.00
Totals:				5,698.40	501.46	5,698.40



U.S. BANK
P.O. BOX 6343
FARGO ND 58125-6343



000000065 03 SP 106481804956390 P
CLALLAM COUNTY

223 E 4TH ST
SUITE 1
PORT ANGELES WA 98362-3000

ACCOUNT NUMBER [REDACTED]
STATEMENT DATE 08-07-2023
AMOUNT DUE \$56,740.71
NEW BALANCE \$56,778.15
PAYMENT DUE ON RECEIPT

AMOUNT ENCLOSED

\$

Please make check payable to
U.S. BANK

U.S. BANK
P.O. BOX 790428
ST. LOUIS, MO 63179-0428

4485594555539897 005677815 005674071

Please tear payment coupon at perforation.

ACCOUNT MESSAGES

** Attention ** Your account is in dispute for \$37.44. This amount has not been included in the finance charge or minimum payment calculation.

CORPORATE ACCOUNT SUMMARY								
CLALLAM COUNTY [REDACTED]	Previous Balance	Purchases + And Other Charges +	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New = Balance
Company Total	\$70,949.88	\$61,934.65	\$0.00	\$0.00	\$0.00	\$3,702.13	\$72,404.25	\$56,778.15

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0000360	CLALLAM COUNTY ER&R	2023.229E	8/3/2023	VEHICLE RENTAL FOR JULY	1,381.00	1,381.00
8/15/2023	0001179	PACIFIC OFFICE EQUIPMENT	1125802	8/3/2023	CONTRACT OVERAGE CANO	152.65	
			1125801	8/3/2023	CONTRACT OVERAGE CANO	145.56	298.21
8/15/2023	0001641	VERIZON WIRELESS	9940371966	8/3/2023	DATA FOR MOBILE COLLECTI	1,094.82	1,094.82
8/15/2023	0021386	STAPLES ADVANTAGE	8070932242	8/3/2023	OFFICE SUPPLIES	64.47	64.47
8/15/2023	0021407	MASTER'S TOUCH, LLC, THE	E87693	8/3/2023	PRE-POSTAGE FOR VALUATI	24,827.40	24,827.40
Sub total for U S BANK:							27,665.90

0.*
1,132,100.04*+
2,177.26+
3,455.92+
1,166.54+
82,683.60+
75,354.83+
2,837.19+
19,836.86+
463,015.09+
5,614.64+
40,661.76+
274.69+
492.66+
182,500.02+
41,376.81+
71,301.35+
65.57+
2,234.98+
108,820.95+
563.42+
27,665.90+
0.*

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Final Check List
CLALLAM COUNTY

Auditor

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0001179	PACIFIC OFFICE EQUIPMENT	1125803	7/31/2023	CONTRACT COPIER 10931-10	58.06	
			1125806	7/31/2023	CONTRACT COPIER 11730-01	52.69	
			1125804	7/31/2023	CONTRACT COPIER 11455-04	43.51	
			1125805	7/31/2023	CONTRACT COPIER 11689-01	32.42	186.68
8/15/2023	0044251	FANE, ALEX	Fane 8-2-23	8/2/2023	MILEAGE FOR EMPTYING WE	114.10	114.10
8/15/2023	0047584	MURRAIN, GLENN	Murray 7/31 & 8	7/31/2023	MILEAGE FOR EMPTYING EA	42.44	
			Murray 7/27/23	7/27/2023	MILEAGE FOR EMPTYING EA	21.22	63.66
8/15/2023	0047585	JANNI, DARRELL	Janni 8/1/2023	8/1/2023	MILEAGE FOR CLOSING NEA	114.10	
			Janni 7/25/23	7/25/2023	MILEAGE FOR EMPTYING EA	21.22	
			Janni 7/28/23	7/28/2023	MILEAGE FOR EMPTYING EA	21.22	
			Janni 8/1/23	8/1/2023	MILEAGE FOR EMPTYING EA	21.22	
			Janni 8/2/23	8/2/2023	MILEAGE FOR EMPTYING EA	21.22	198.98
Sub total for U S BANK:							563.42

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Final Check List
CLALLAM COUNTY

BOCC

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0000507	CLALLAM COUNTY ECONOMIC	5125	8/3/2023	2ND Q 2023 SERVICES PER C	30,750.00	30,750.00
8/15/2023	0001083	OLYMPIC PEN VISITOR BURE	2393	8/3/2023	JULY 2023 SERVICES PER CC	62,500.00	
			2396	8/3/2023	STRATEGIC PLAN JULY 2023	13,333.33	75,833.33
8/15/2023	0001240	PITNEY BOWES	331785298	8/3/2023	POSTAGE METER MACHINE I	2,237.62	2,237.62
Sub total for U S BANK:							108,820.95

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Final Check List
CLALLAM COUNTY

DOD

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0000546	EXPRESS SERVICES, INC	29349553	7/19/2023	CE BURKHARDT 2 HRS	75.10	75.10
8/15/2023	0028699	SOUND PUBLISHING INC	8109101	7/31/2023	ADVERTISING JULY 2023	247.34	247.34
8/15/2023	0046683	ODP BUSINESS SOLUTIONS	L319541903001	8/18/2023	BD OPERATING SUPPLY	111.98	
			320923422001	7/14/2023	CE - ADMIN OPERATING SUP	66.47	
			320930166001	7/15/2023	ADMIN OPERATING SUPPLY	7.61	
			320930165001	7/14/2023	ADMIN OPERATING SUPPLY	1.48	187.54
8/15/2023	0048868	DAVIS, DAN	REF 7-11-2023	7/31/2023	REFUND LDV2023-00011	1,725.00	1,725.00
Sub total for U S BANK:							2,234.98

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Final Check List
CLALLAM COUNTY

District Court I

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0021386	STAPLES ADVANTAGE	3542685537	7/15/2023	STAPLES - OFFICE SUPPLIES	24.84	
			3543139653	7/22/2023	STAPLES - OFFICE SUPPLIES	14.97	39.81
8/15/2023	0048731	SOMMERS, TRACY	2ndTS6671-23	6/2/2023	TRACY SOMMER - WITNESS	13.14	13.14
8/15/2023	0048732	WILHELM, TANAYA	2ndTW6671-23	8/1/2023	TANAYA WILHELM - WITNESS	12.62	12.62
Sub total for U S BANK:							65.57

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	8/15/2023	0041598	AMAZON CAPITAL SERVICES, 1DWR-JWRQ-J	8/1/2023	HOPS - 8 MICRO MEASURING	86.16	86.16	
	8/15/2023	0000296	CENTURYLINK	648933182	7/24/2023	HOPS - FORKS OFFICE PHON	8.20	8.20
	8/15/2023	0000546	EXPRESS SERVICES, INC	29349559	7/19/2023	HOPS - EXTRA HELP	1,279.20	1,279.20
	8/15/2023	0000593	FORKS, CITY OF	CF 08-01-23	8/1/2023	HOPS - FORKS OFFICE UTILI	74.85	74.85
	8/15/2023	0046683	ODP BUSINESS SOLUTIONS L317859079001	6/12/2023	HOPS - HRHC - DESKS, BOO	3,894.99		
			317864572001	6/12/2023	HOPS - HRHC - CHAIRS, CHA	2,538.54		
			317864567001	6/9/2023	HOPS - HRHC - BOOKCASES,	2,170.45		
			317907251001	6/12/2023	HOPS - HRHC - TISSUES, FOI	1,437.57		
			317590040001	6/13/2023	HOPS - HRHC - FOLDING CH/	947.08		
			317864573001	6/9/2023	HOPS - HRHC - LAMPS	897.55		
			317864571001	6/9/2023	HOPS - HRHC - 4-DRAWER FI	857.77		
			317864574001	6/12/2023	HOPS - HRHC - TABLES, CHA	839.89		
			317588658001	6/12/2023	HOPS - HRHC - FOLDING PIC	757.22		
			318077289001	6/9/2023	HOPS - HRHC - OUTLET STRI	182.72		
			318077288001	6/10/2023	HOPS - HRHC - SHRED BAGS	166.18		
			318077287001	6/12/2023	HOPS - HRHC - GLOVES, SHF	77.98		
			322528330001	7/17/2023	HOPS - BATTERIES, CALEND,	55.17		
			318077290001	6/12/2023	HOPS - HRHC - HOLE PUNCH	37.73		
			318077293001	6/11/2023	HOPS - HRHC - WHITE BOAR	9.24		
			318077292001	6/9/2023	HOPS - HRHC - COPY STAMP	8.90	14,878.98	
	8/15/2023	0001300	PUBLIC UTILITY DISTRICT	20704-07-26-23	7/26/2023	HOPS - FORKS OFFICE UTILI	98.97	98.97
	8/15/2023	0001508	STERICYCLE, INC	3006549825	7/10/2023	HOPS - SYRINGE DISPOSAL	139.96	139.96
	8/15/2023	0001767	WEST WASTE & RECYCLING	0000289473	7/31/2023	HOPS - GARBAGE COLLECTI	38.09	38.09
	8/15/2023	0033201	WESTSIDE PIZZA	WP 08-28-23	7/28/2023	HOPS - HRHC SUPPORT GRC	104.34	104.34
	8/15/2023	0000363	CLALLAM COUNTY SHERIFF	MHP 2nd Quarte	7/28/2023	CD/MH - MHP 2ND QUARTER	33,196.14	
			2nd QTR 2023 Iv	7/31/2023	CD/MH - 2ND QUARTER 2023	1,560.65	34,756.79	
	8/15/2023	0022463	SEQUIM HIGH SCHOOL	11323-22-23-SH	7/21/2023	CD/MH - EDUCATION AND EA	7,518.75	7,518.75
	8/15/2023	0001017	MORNINGSIDE INC	S-INV105264	6/30/2023	DDD - STABILIZATION FUNDII	12,317.06	12,317.06
Sub total for U S BANK:							71,301.35	

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Final Check List
CLALLAM COUNTY

HR

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0000546	EXPRESS SERVICES, INC	29422047	8/2/2023	INV 29422047	1,792.41	
			29392652	8/2/2023	INV29392652	1,400.35	3,192.76
8/15/2023	0001680	WA COUNTIES RISK POOL	C2023063011	8/2/2023	INV C202306301A	7,282.50	
			C2023063005	8/2/2023	INV C2023063005	5,681.75	
			C2023063012	8/2/2023	INV C2023063012	4,037.70	
			C2023063013	8/2/2023	INV C2023063013	1,400.50	18,402.45
8/15/2023	0025115	RADIA INC PS	DOS 71223 MC	8/2/2023	DOS 71223 MC	273.80	
			DOS 61223 MB	8/2/2023	DOS 61223 MB	273.80	547.60
8/15/2023	0042558	NEOGOV	36901	8/2/2023	INV 36901	17,809.00	17,809.00
8/15/2023	0045292	BATES, JERRY	00064	8/2/2023	INV 00064	1,425.00	1,425.00
Sub total for U S BANK:							41,376.81

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0000674	GOVCONNECTION, INC.	74263314	8/15/2023	BOCC20230630	2,236.55	
			74304415	8/15/2023	HHS20230714	957.52	
			74331977	8/15/2023	DC120230719	651.71	3,845.78
8/15/2023	0000699	HAASE WOODWORKS, INC.	1547	8/15/2023	IT20230601A	7,324.42	7,324.42
8/15/2023	0001179	PACIFIC OFFICE EQUIPMENT	1124224	8/15/2023	BOCC TAG 9212 - COPY COU	300.40	
			1124225	8/15/2023	TAG 12306 IT COPIER COUNT	218.10	518.50
8/15/2023	0004211	CENTURYLINK	206T313735-08C	8/15/2023	COURTHOUSE T-1	490.14	
			206T222202-08C	8/15/2023	COURTHOUSE T-1 #2	490.14	
			3604574863-08C	8/15/2023	JUVIE FAX LINES	295.79	
			3604574397-08C	8/15/2023	JUVIE COURTROOM FAX	66.82	
			3604570323-08C	8/15/2023	PA SHOP PHONE SWITCH	63.38	
			3604576843-082	8/15/2023	JUVIE PHONE SWITCH	63.38	
			206T414008-08C	8/15/2023	SHERIFF COURTHOUSE LINE	56.84	
			206T413216-08C	8/15/2023	JUVIE COURT	41.17	
			206T415684-08C	8/15/2023	ALARMS	4.38	1,572.04
8/15/2023	0023718	AT&T	3604574863-08C	8/15/2023	JUVI FAX LINES LONG DIST (:	70.11	70.11
8/15/2023	0026025	KAWAL, LARA	071023-LK	8/15/2023	GIS20230802A	529.49	529.49
8/15/2023	0030587	B&H PHOTO VIDEO	214619579	8/15/2023	BOCC20230630	411.36	411.36
8/15/2023	0031480	CAROUSEL INDUSTRIES OF	NN486559A	8/15/2023	IT20220323 - PHONE SYSTEM	165,225.32	165,225.32
8/15/2023	0046341	CIVICPLUS LLC	260480	8/15/2023	IT20230425	158.00	158.00
8/15/2023	0048851	3R TECHNOLOGY LLC	INV-13341	8/15/2023	IT20230802B	2,512.00	2,512.00
8/15/2023	0048863	EPPERSON, CHRISTINA	071023-CE	8/15/2023	GIS20230820	333.00	333.00
Sub total for U S BANK:							182,500.02

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CLALLAM COUNTY

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0001509	CORDANT HEALTH SOLUTION	TC-1645007312	7/31/2023	PRO SVCS-DIV	35.22	35.22
8/15/2023	0001734	WA ST PATROL	I2400231	8/1/2023	PRO SVCS-FINGERPRINTS	132.00	132.00
8/15/2023	0017787	DAIRY FRESH FARMS INC	8122321311	8/1/2023	DET FOOD	42.09	42.09
8/15/2023	0019241	ANDERSON'S APPLIANCE REI	70514	7/26/2023	PRO SVCS	283.35	283.35
Sub total for U S BANK:							492.66

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CLALLAM COUNTY

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0001540	SWAIN'S GENERAL STORE IN	315633	7/26/2023	DIGGING TOOL; RDS = \$9.76	9.76	9.76
8/15/2023	0001641	VERIZON WIRELESS	9940457494	7/24/2023	PHONE BILL; RDS, FS PORTI	193.71	193.71
8/15/2023	0046816	ST JOHN, CHRISTINA	St John2023 7-2	7/26/2023	STAKES FOR HERBICIDE NO	13.58	13.58
8/15/2023	0048054	FRICK, ALLISON	Frick2023 7-24	7/24/2023	CONTRACTOR BAGS; RDS =	32.64	32.64
8/15/2023	0048872	OAKES, JOSEPH	Oakes2023 7-11	7/11/2023	REIMBURSEMENT FOR WSD.	25.00	25.00
Sub total for U S BANK:							274.69

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0000034	AIR FLO HEATING CO	97215533	8/3/2023	2009FAC VAV AIR SYST	3,934.21	3,934.21
8/15/2023	0000087	ANGELES ELECTRIC INC	20278	8/3/2023	OFFICE RELOCATE FINANCE	4,732.47	
			20277	8/3/2023	OFFICE RELOCATE FINANCE	3,673.30	8,405.77
8/15/2023	0000090	ANGELES MACHINE WORKS	178120	8/3/2023	FG CUT PIPE	150.96	150.96
8/15/2023	0000091	ANGELES MILLWORK & LUMB	336137	8/3/2023	SC FAUCET CONNECTOR CC	113.33	
			335961	8/3/2023	FG GFI TESTER	30.01	
			335970	8/3/2023	FG CARRIAGE BOLT	15.41	158.75
8/15/2023	0000196	BILLS PLUMBING & SANIKAN	3662402	8/3/2023	SMPK RDG SANIKAN	100.00	100.00
8/15/2023	0000290	CED/STUSSER - SEATTLE	5948-1040613	8/3/2023	FG DIMABLE BULBS	130.56	130.56
8/15/2023	0000403	COPY CAT GRAPHICS & SIGN	907	8/3/2023	FG FIRST AID BLD 2 METAL S	195.48	195.48
8/15/2023	0000561	FERGUSON ENTERPRISES IN	1679215	8/3/2023	FG SEPTIC LIDS	682.96	682.96
8/15/2023	0000677	GRAINGER INC	9788615855	8/3/2023	2301CH RSTR JV BLD TRASH	976.36	
			9788353689	8/3/2023	2301CH RSTR JV BLD CHANG	660.85	
			9782290119	8/3/2023	FG CABLE TIES BUNGEE ELA	387.10	2,024.31
8/15/2023	0000714	HARTNAGEL BLDG SUPPLY INK	66350	8/3/2023	FG FIRST AID BLD PLYWOOD	1,313.17	1,313.17
8/15/2023	0000750	HOME DEPOT CREDIT SERV	6325896	8/3/2023	DRA SLIM BATT RECIP SAW	216.11	216.11
8/15/2023	0001179	PACIFIC OFFICE EQUIPMENT	1125841	8/3/2023	ADM COPIER SERV	186.03	186.03
8/15/2023	0001198	PART WORKS INC, THE	INV95999	8/3/2023	FG REGAL REPAIR KIT TANK	485.59	
			INV96026	8/3/2023	FG FLOOR GASKET	53.78	
			CM03104	8/3/2023	CH A-17 6CAB RIDGID CREDI	-368.29	171.08
8/15/2023	0001252	PORT ANGELES, CITY OF	48731-101384 6	8/3/2023	VET JUNE UTIL & GARBAGE	303.84	303.84
8/15/2023	0001300	PUBLIC UTILITY DISTRICT	75463 7/23	8/3/2023	SC JULY ELECT	725.52	
			13572 7/23	8/3/2023	SC JULY ELECT	381.90	
			22650 7/23	8/3/2023	CB JULY ELECT & WATER	281.69	
			13575 7/23	8/3/2023	SC JULY ELECT	234.37	
			13573 7/23	8/3/2023	CDJ JULY ELECT	130.97	
			57419 7/23	8/3/2023	DL JULY ELECT	96.67	
			13571 7/23	8/3/2023	SC UNMETERED LIGHT	20.92	
			126922 7/23	8/3/2023	SMPK LKPLSNT UNMETEREC	14.09	1,886.13
8/15/2023	0001540	SWAIN'S GENERAL STORE IN	315686	8/3/2023	CDJ WASP TRAP CONNECTC	41.20	41.20
8/15/2023	0001641	VERIZON WIRELESS	9940371963	8/3/2023	FG ADM JUV CH CELLPONE,	311.41	311.41
8/15/2023	0001767	WEST WASTE & RECYCLING	0000289555	8/3/2023	CDJ CB LKPLSNT JULY GARB	605.06	605.06
8/15/2023	0003431	HI-TECH SECURITY, INC.	70475	8/3/2023	2301CH RSTR JV BLD FIRE M	783.36	783.36
8/15/2023	0004793	CORRECT EQUIPMENT, INC.	50372	8/3/2023	FG PUMP DIAGNOSTIC	746.08	746.08

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0004958	NORTHWEST PRO RODEO ASSN	262	8/3/2023	FG MEMBERSHIP DUES 2023	90.00	90.00
8/15/2023	0025256	FIRE CHIEF EQUIPMENT CO.,	0915934	8/3/2023	CH VESDA AND NOVEC SYST	3,615.42	3,615.42
8/15/2023	0026957	LEITZ FARMS INC	74866	8/3/2023	FG HYDRAULIC ADAPTER & F	22.57	22.57
8/15/2023	0035592	CAMPLIFE INC	16283826	8/3/2023	DRA SC ONLINE CAMPING RE	1,783.00	1,783.00
8/15/2023	0036323	BUCK'S NORTHWEST LANDS	3040	8/3/2023	CH LANDSCAPE	4,487.77	
			3039	8/3/2023	CH LANDSCAPE MAINTENAN	1,131.52	5,619.29
8/15/2023	0040205	BENNETT, LEWIS	2023 Fair reimb	8/3/2023	2023 FAIR PHOTOGRAPH BARN DE	50.00	50.00
8/15/2023	0041605	HOME DEPOT PRO	751851478	8/3/2023	WSU SEAT COVER BATH TISS	1,769.37	
			755049905	8/3/2023	CH HAND SANITIZER	1,164.81	
			756730966	8/3/2023	CH PAPER TOWEL BATH TISS	1,009.13	
			756777785	8/3/2023	CH WHITE STRIPING	394.23	
			756800124	8/3/2023	CH WHITE STRIPING	306.62	
			754826253	8/3/2023	DRA STEEL SPNG LINERS	84.84	4,729.00
8/15/2023	0041765	CALL LUKE LLC	3624	8/3/2023	FG WASP CONTROL	565.76	
			3623	8/3/2023	CDJ WASP NEST EXTERMINA	174.08	739.84
8/15/2023	0048312	DRAPERIES NORTHWEST	31543	8/3/2023	OFC RELOCT FIN DEPT LABC	1,666.17	1,666.17
Sub total for U S BANK:							40,661.76

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0001252	PORT ANGELES, CITY OF	74359-155474	8/3/2023	ACCT. 74359-155474	228.74	228.74
8/15/2023	0024184	TROBERG, JOHN	1016657370	8/3/2023	REIMBURSEMENT/REGISTRAR	150.00	150.00
8/15/2023	0045735	PACIFIC NW FORENSIC PATH	2023-CO-193	8/3/2023	AUTOPSY FEE	2,100.00	2,100.00
8/15/2023	0047950	KITSAP COUNTY	KITSAPME8/3/2023	8/3/2023	HOMICIDE AUTOPSY	3,000.00	3,000.00
8/15/2023	0048864	PACIFIC NORTHWEST LEGAL	847395	8/3/2023	PROCESS SERVER	81.54	
			848644	8/3/2023	F/S PROCESS SERVICE	54.36	135.90
Sub total for U S BANK:							5,614.64

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Public Works ER&R Page: 1

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0000099	A-1 AUTO PARTS	1444196	7/26/2023	Lube and Fuel Spin-On - SQ 84	236.26	
			1444037	7/24/2023	Horns - SQ 905	13.60	249.86
8/15/2023	0000290	CED/STUSSER - SEATTLE	CED070623	7/6/2023	Coduit - PA 20-B200	174.08	174.08
8/15/2023	0000772	INDUSTRIAL HYDRAULICS INC	A344379	7/21/2023	Crimps and Couplers - LC Store	2,109.45	2,109.45
8/15/2023	0001126	OLYMPIC REGION CLEAN AIR	25155	8/1/2023	ORCAA Registration Fee - CB 2	304.00	
			25156	8/1/2023	ORCAA Registration Fee - Ch 2	304.00	
			25157	8/1/2023	ORCAA Registration Fee - PA 2	304.00	
			25158	8/1/2023	ORCAA Registration Fee - LC 2	304.00	
			25539	8/1/2023	ORCAA Registration Fee - SQ 2	304.00	1,520.00
8/15/2023	0001179	PACIFIC OFFICE EQUIPMENT	1125869	7/31/2023	Billable Copies - Admin 6553	310.07	
			01125868	7/31/2023	Billable Copies - Engineering	108.80	
			1125870	7/31/2023	Billable Copies - ER&R	22.03	440.90
8/15/2023	0001187	PAPE MACHINERY INC	14651807	8/1/2023	Grease, Bearings, Housings - S	1,622.00	
			14651890	8/1/2023	Push Switch - SQ 455	68.59	1,690.59
8/15/2023	0001255	PRICE FORD LINCOLN MERC	5049808	8/1/2023	Valve ASY - PA 20	69.74	
			5049845	8/2/2023	Valve ASY - PA 183	48.85	118.59
8/15/2023	0001300	PUBLIC UTILITY DISTRICT	9896-07262023	7/26/2023	Electric Utility Chrg- 160 Grant	361.76	
			109032/0726202	7/26/2023	Electric utility - Gravel Pit Rd 20	50.34	412.10
8/15/2023	0001426	SEQUIM, CITY OF	1295.0 0801202	8/1/2023	Utility Charges (Water & Sewer)	243.88	243.88
8/15/2023	0001641	VERIZON WIRELESS	994027924-503C	7/22/2023	PA Sign Shop Laptop Line -PA	80.02	80.02
8/15/2023	0001767	WEST WASTE & RECYCLING	0000291469	7/31/2023	Sanican, 410 Frontier St - CB	120.00	
			0000289391	7/31/2023	Garbage Collection, 51 Bedrock	72.00	
			0000289392	7/31/2023	Garbage Collection, 410 Frontie	36.00	228.00
8/15/2023	0001781	WHITEHEADS AUTO PARTS	IN264029	8/2/2023	Reel, Fittings, Assembly - LC 10	194.59	
			263249	7/25/2023	Oil Filters - LC Stores	24.57	219.16
8/15/2023	0004211	CENTURYLINK	4295169B/07232	7/23/2023	Phone services - ER&R 169B P	41.17	41.17
8/15/2023	0017663	ARAMARK UNIFORM SVCS IN	5120290913	8/1/2023	Laundry Services - PA	16.31	16.31
8/15/2023	0022435	RACE STREET AUTO PARTS	640978-23	7/31/2023	Air Filter, Fuel Filter - PA 163	141.53	
			640158-23	7/24/2023	Wiper Blades - SQ 905	26.35	
			640994-23	7/31/2023	Air Filter - PA 20	17.41	185.29
8/15/2023	0027284	MOTION INDUSTRIES INC	WA08-00218238	7/19/2023	Hi-VOL Ball BRG.MTD.Unites -	282.63	282.63
8/15/2023	0030837	CAPITAL INDUSTRIAL INC	58996	5/4/2023	Decking Lumber - PA 733	9.25	9.25

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0043469	PETROCARD	0492975-1IN	7/27/2023	Unleaded and Dyed Diesel - SC	17,529.48	
			0493691-IN	8/3/2023	Unleaded - CH	11,731.94	
			0493098-IN	7/28/2023	Unleaded - CH	9,932.61	
			0492938-IN	7/25/2023	Unleaded - LC	2,711.59	41,905.62
8/15/2023	0048353	PEORIA FORD	231387PEC1041	6/30/2023	Vehicle Purchase - PA S365	68,221.66	
			231435PGA3623	6/27/2023	Vehicle Purchase - PA S371	60,822.20	
			230580PGA3411	5/25/2023	Vehicle Purchase - PA S366	59,346.62	
			230581PGA3342	5/25/2023	Vehicle Purchase - PA S367	59,346.62	
			230582PGA3375	5/25/2023	Vehicle Purchase - PA S368	59,346.62	
			230583PGA3387	5/25/2023	Vehicle Purchase - PA S369	59,346.62	
			230584NKE4096	5/25/2023	Vehicle Purchase - PA S364	46,657.85	413,088.19
Sub total for U S BANK:							463,015.09

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0000196	BILLS PLUMBING & SANIKAN	IS3662329	8/1/2023	ODT SANIKAN 8/1-9/1	310.00	310.00
8/15/2023	0000331	CLALLAM COUNTY AUDITOR	23-155588	7/31/2023	RECORDED EASEMENT	207.50	207.50
8/15/2023	0000366	CLALLAM COUNTY TREASUR	TAXAFFJOHNS	8/1/2023	REAL ESTATE EXCISE TAX AF	21.46	21.46
8/15/2023	0000546	EXPRESS SERVICES, INC	29349553-10101	7/19/2023	EXPRESS EMPLOYMENT 07/1	7,843.74	7,843.74
8/15/2023	0001156	OLYPEN INC	230730-0021	7/31/2023	OLYPEN SERVICE	161.25	161.25
8/15/2023	0001641	VERIZON WIRELESS	9940277924-101	7/22/2023	CELL PHONE CHARGES	968.13	968.13
8/15/2023	0017663	ARAMARK UNIFORM SVCS IN	5120290914	8/1/2023	LAUNDRY SERVICE - PA	16.32	16.32
8/15/2023	0022435	RACE STREET AUTO PARTS	640159-072423	7/24/2023	MAINTENANCE SUPPLIES-SC	147.92	147.92
8/15/2023	0030069	GOOD2GO!	74416943-C328	7/16/2023	TOLL FEES	5.00	5.00
8/15/2023	0041654	CONSTRUCTION INSPECTION	1805	7/31/2023	CONSTRUCTION INSPECTION	1,586.18	1,586.18
8/15/2023	0043469	PETROCARD	C240222	7/31/2023	FUEL CONSUMED	31.36	31.36
8/15/2023	0048856	JOHNSON, GARY W	JOHNSON0718	7/18/2023	LAND PURCHASE AGREEMENT	8,538.00	8,538.00
Sub total for U S BANK:							19,836.86

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	8/15/2023	0000074	AM TEST, INC.	134718	7/28/2023	AM TESTING SERVICE -WWT	230.00	230.00
	8/15/2023	0001300	PUBLIC UTILITY DISTRICT	23007-072423	7/24/2023	176 FRONT ST	773.02	
				22991-072423	7/24/2023	HWY 112 OPP 15180 PUMP S	203.99	
				23040-072423	7/24/2023	FRONT ST	159.90	
				23221-072423	7/24/2023	12901 HWY 112	142.96	1,279.87
8/15/2023	0001641	VERIZON WIRELESS	9940277924-414	7/22/2023	CLALLAM BAY /SEKIU CELL C	669.49	669.49	
8/15/2023	0001767	WEST WASTE & RECYCLING	0000289399	7/31/2023	GARBAGE SERVICE-WWTP	36.00	36.00	
8/15/2023	0001300	PUBLIC UTILITY DISTRICT	119586-072623	7/26/2023	1453 W WASHINGTON ST	95.19	95.19	
8/15/2023	0001641	VERIZON WIRELESS	9940395405	7/23/2023	CARLSBORG SEWER VERIZC	152.99	152.99	
8/15/2023	0000546	EXPRESS SERVICES, INC	29349553-43401	7/19/2023	EXPRESS EMPLOYMENT 07/	292.85	292.85	
8/15/2023	0001300	PUBLIC UTILITY DISTRICT	24561-072423	7/24/2023	BULLMAN BEACH CREEK	80.80	80.80	
Sub total for U S BANK:							2,837.19	

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8/15/2023	0000008	LEXIS NEXIS RISK MGMT INC	807309-2023073	7/31/2023	LE PERSONNEL SYSTEM LIC	4,620.00	4,620.00
8/15/2023	0000008	LEXIS NEXIS RISK MGMT INC	1035851-202307	7/31/2023	DATABASE INTERFACE FEE	54.40	54.40
8/15/2023	0000306	CHARM-TEX	0330895-IN	7/24/2023	INMATE CLOTHING	1,043.40	1,043.40
8/15/2023	0000360	CLALLAM COUNTY ER&R	2023.222E	7/20/2023	MILEAGE	47,349.68	47,349.68
8/15/2023	0000628	GALLS LLC	025174819	7/26/2023	UNIFORM - BRAZIER	336.59	
			025081320	7/17/2023	UNIFORM - BERNSTEN	312.24	
			025174828	7/26/2023	UNIFORM - SOTEBEER	90.20	
			025106641	7/18/2023	UNIFORM - SOTEBEER	16.27	755.30
8/15/2023	0000672	GOOD SOURCE	SI0552948	7/25/2023	FOOD	4,138.90	4,138.90
8/15/2023	0001140	OLYMPIC PRINTERS INC	32580	7/19/2023	CCSD FORM 014 - PROPERT	678.91	678.91
8/15/2023	0001300	PUBLIC UTILITY DISTRICT	115366-Aug23	7/26/2023	UTILITIES - EDWARDS RD	195.51	195.51
8/15/2023	0001543	SWANSONS SERVICES CORP	1743724	7/20/2023	INDIGENT PACKS	35.00	35.00
8/15/2023	0001547	SYSCO FOOD SERVICES OF	555098327	7/26/2023	FOOD	1,400.36	
			555070857	7/12/2023	FOOD	1,342.95	
			555075411	7/14/2023	FOOD & JAIL SUPPLIES	1,148.24	
			555084691	7/19/2023	FOOD & KITCHEN SUPPLIES	767.93	
			555058628	7/5/2023	FOOD & KITCHEN SUPPLIES	683.55	
			555055847	7/3/2023	FOOD	102.52	5,445.55
8/15/2023	0001641	VERIZON WIRELESS	9939750791	7/15/2023	CELL PHONE SERVICE	4,339.18	4,339.18
8/15/2023	0001734	WA ST PATROL	12400417	8/1/2023	BACKGROUND CHECKS	609.50	609.50
8/15/2023	0001767	WEST WASTE & RECYCLING	0000289558	7/31/2023	GARBAGE DISPOSAL - SLIP F	72.00	72.00
8/15/2023	0004211	CENTURYLINK	206-T30-9144-A	7/23/2023	DATA CONNECTION	467.66	
			206-T31-9138-A	7/23/2023	DATA CONNECTION	55.20	522.86
8/15/2023	0017787	DAIRY FRESH FARMS INC	8082320110	7/20/2023	FOOD	287.25	
			8082319419	7/13/2023	FOOD	284.98	
			8082318717	7/6/2023	FOOD	253.87	
			8082320811	7/27/2023	FOOD	241.20	1,067.30
8/15/2023	0021386	STAPLES ADVANTAGE	3543139642	7/22/2023	OFFICE SUPPLIES	483.03	
			3543139643	7/22/2023	OFFICE SUPPLIES	110.95	
			3542685512	7/15/2023	OFFICE SUPPLIES	35.06	
			3542685513	7/15/2023	OFFICE SUPPLIES	6.51	635.55
8/15/2023	0033486	LN CURTIS & SONS INC	INV730014	7/26/2023	UNIFORM - MORGAN, J	55.05	
			INV729973	7/26/2023	UNIFORM - GREGORY	37.43	92.48
8/15/2023	0037247	HAIR BY NICOLE	080123	8/1/2023	INMATE HAIRCUTS	265.00	265.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	8/15/2023	0041605	HOME DEPOT PRO	754582039	7/12/2023	JAIL SUPPLIES	917.18	
				756022026	7/20/2023	DISPOSABLE GLOVES	207.92	
				754826261	7/13/2023	CREDIT MEMO FOR RETURN	-164.29	960.81
	8/15/2023	0042636	HARBOR FOODSERVICE	632151	7/17/2023	FOOD	1,531.56	1,531.56
	8/15/2023	0043469	PETROCARD	C240223	7/31/2023	FUEL FOR OPNET, BOATING.	742.18	742.18
	8/15/2023	0044691	VERIZON CONNECT FLEET U	316000041757	8/1/2023	VEHICLE TRACKING SUBSCF	199.76	199.76
Sub total for U S BANK:							75,354.83	

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08/09/2023 12:09:56PM

Final Check List
CLALLAM COUNTY

Sheniff (2)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0001252	PORT ANGELES, CITY OF	80522	6/2/2023	STONEGARDEN FY-20 OFFIC	14,301.34	
			79542	3/16/2023	STONEGARDEN FY-20 OFFIC	8,959.25	
			80370	5/17/2023	STONEGARDEN FY-20 OFFIC	8,164.06	
			80521	6/2/2023	STONEGARDEN FY-20 OFFIC	7,736.75	
			80523	6/2/2023	STONEGARDEN FY20 - OFFIC	7,019.99	
			80449	5/24/2023	STONEGARDEN FY-20 OFFIC	6,638.29	
			79979	4/12/2023	STONEGARDEN FY-20 OFFIC	5,676.78	
			78544	12/16/2022	STONEGARDEN FY 20 - OFFIC	4,492.37	
			80520	6/2/2023	STONEGARDEN FY-20 OFFIC	4,099.35	
			79606	3/24/2023	STONEGARDEN FY-20 OFFIC	3,784.52	
			79145	12/31/2022	STONEGARDEN FY 20 - OFFIC	2,981.10	
			80570	6/9/2023	STONEGARDEN FY-20 OFFIC	1,207.48	75,061.28
8/15/2023	0001701	WA ST DEPT OF FISH & WILDL	237009	10/5/2022	STONEGARDEN FY20 - OFFIC	3,405.61	
			237028	5/31/2023	STONEGARDEN FY 20 - OFFIC	2,250.92	
			237142	4/14/2023	STONEGARDEN FY20 - OFFIC	1,965.79	7,622.32
Sub total for U S BANK:						82,683.60	

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08/09/2023 11:26:44AM

Final Check List
CLALLAM COUNTY

Clerk

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/15/2023	0001179	PACIFIC OFFICE EQUIPMENT	1125535	8/3/2023	CLERK'S OFFICE SUPPLIES	635.11	
			1125807	8/3/2023	CLERK'S OFFICE CONTRACT	117.81	
			1125808	8/3/2023	CLERK'S OFFICE CONTRACT	72.44	825.36
8/15/2023	0033199	LEMAY MOBILE SHREDDING	4803967S185	8/3/2023	CLER'S OFFICE SHRED	15.84	15.84
8/15/2023	0046683	ODP BUSINESS SOLUTIONS	L323083063001	8/3/2023	CLERK'S OFFICE SUPPLIES	283.96	
			323092158001	8/3/2023	CLERK'S OFFICE SUPPLIES	11.90	295.86
8/15/2023	0048343	CASAD, BERRIT	JUVYTRAVELJL	8/3/2023	CLERK'S OFFICE TRAVEL FO	29.48	29.48
Sub total for U S BANK:							1,166.54

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08/09/2023 11:32:30AM

Final Check List
CLALLAM COUNTY

Treasurer

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	8/15/2023	0000331	CLALLAM COUNTY AUDITOR	23-155464	7/31/2023	CURRENT USE REMOVAL RE	204.50	
				23-155465	7/31/2023	CURRENT USE REMOVAL RE	204.50	
				23-155466	7/31/2023	CURRENT USE REMOVAL RE	204.50	
				23-155467	7/31/2023	CURRENT USE REMOVAL RE	204.50	
				23-155468	7/31/2023	CURRENT USE REMOVAL RE	204.50	
				23-155469	7/31/2023	CURRENT USE REMOVAL RE	204.50	
				23-155470	7/31/2023	CURRENT USE REMOVAL RE	204.50	
				23-155471	7/31/2023	CURRENT USE REMOVAL RE	204.50	
				23-155472	7/31/2023	CURRENT USE REMOVAL RE	204.50	
				23-155473	7/31/2023	CURRENT USE REMOVAL RE	204.50	
				23-155474	7/31/2023	CURRENT USE REMOVAL RE	204.50	
				23-155475	7/31/2023	CURRENT USE REMOVAL RE	204.50	
				23-155519	7/31/2023	CURRENT USE REMOVAL RE	204.50	
				23-155520	7/31/2023	DFL REMOVAL RECORDING 2	204.50	3,067.50
				23-155636	8/2/2023	DFL REMOVAL RECORDING 2	204.50	
	8/15/2023	0001140	OLYMPIC PRINTERS INC	32547	8/2/2023	OFFICE SUPPLIES	388.42	388.42
						Sub total for U S BANK:		3,455.92

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08/02/2023 4:18:20PM

Final Check List
CLALLAM COUNTY

Veterans

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
8/2/2023	0001252	PORT ANGELES, CITY OF	JP5412 8/2/23	8/2/2023	UTILITIES	961.60	961.60
8/2/2023	0020849	U S BANK	SA5025 8/2/23 V	8/2/2023	FOOD	250.00	
			BG6299 8/2/23 V	8/2/2023	FOOD	150.00	
			HG0871 8/2/23 S	8/2/2023	FOOD	150.00	
			MB8950 8/2/23 V	8/2/2023	FOOD	150.00	
			FR5264 8/2/23 S	8/2/2023	FOOD	100.00	
			JM5483 8/2/23 V	8/2/2023	FOOD	100.00	
			SG3392 8/2/23 V	8/2/2023	FOOD	100.00	
			WG6056 8/2/23	8/2/2023	FOOD	100.00	1,100.00
8/2/2023	0046683	ODP BUSINESS SOLUTIONS	LODP 8/2/23	8/2/2023	OFFICE DEPOT	115.66	115.66
Sub total for U S BANK:							2,177.26



BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of August 7 – 11, 2023

16
AUG 15 2023

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, August 7, 2023. Present were Commissioners Ozias, Johnson and French, and Administrator's Mielke and Sill.

Items of discussion per the agenda published August 3 were:

- Calendar/Correspondence
- Agreement with Department of Social and Health Services for adult developmental disability services
- Notice of call for bids to be received no later than 10 a.m. Tuesday, September 12, 2023 for the Clallam County – VAV Upgrade Project
- Update on the 2023 Clallam County Fair
- Contract with Health Care Authority for Community Prevention and Wellness Initiative to prevent and reduce the misuse and abuse of alcohol, tobacco, and drugs
- Agreement amendment 1 with Department of Transportation for S. Airport Road between US 101 and W. Edgewood Drive Improvement Project
- Land Agreement with Steven Nelson for Wisen Creek Road
- Agreement with Department of Ecology for Dungeness Floodplains Restoration Project
- Call for hearing to be held Tuesday, August 29, 2023 at 10:30 a.m. regarding Ordinance Title 33, Zoning, Chapter 33.53, Landscape and Lighting Requirements, of the Clallam County Code, to repeal all sections of Chapter 33.53, Landscape Requirements and replace with new Chapter
- Notice the Preliminary 2024 Clallam County Budget will be available September 5, 2023

Meeting concluded at 10:31 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, August 8, 2023. Also present were Commissioners Johnson and French and Administrator's Mielke and Sill.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CMFm to adopt the agenda as presented, CMOs, mc

PUBLIC COMMENT

- Ed Telenick, Sequim, commented on County Administrator Meet and Greet, public comment
- Tom Backe, Sequim, commented on animal noise, nuisance code
- Larry Campbell, Sequim, commented on issues he's having

CONSENT AGENDA – Any Commissioner may remove items for discussion

1a Approval of vouchers for the week of July 31

1b Approval of minutes for the week of July 31

ACTION TAKEN: CMFm to adopt the consent agenda as presented, CMOs, mc

REPORTS AND PRESENTATIONS

- CMF commented on department staff meetings, trails, Recompete
- CMO commented on Recompete, Sequim Free Clinic Fun Walk

ADMINISTRATION

2a Approval of proposal response form with Department of Commerce for Justice Assistance Grant Innovation Fund

ACTION TAKEN: CMFm to approve, CMOs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of August 7-11, 2023
Page 2

PUBLIC WORKS

- 3a Easement amendment with Department of Natural Resources for a portion of Olympic Discovery Trail from Forks to LaPush
- 3b Agreement amendment 1 with Department of Transportation for S. Airport Road between US 101 and W. Edgewood Drive Improvement Project
- 3c Land Agreement with Steven Nelson for Wisen Creek Road

ACTION TAKEN: CMFm to approve, CMOs, mc

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on Olympic Discovery Trail,
- Ed Telenick, Sequim, commented on Landscaping Ordinance, Nuisance Ordinance, Code Enforcement

HEARING(S)

- H1 Ordinance establishing an employment contract for the County Administrator
 - ARS, provided a staff report
 - ATM, provided comment

ACTION TAKEN: CMFm to open the public hearing, CMOs, mc

- CMO noted no one provided testimony.
- The following provided testimony:
 - Ed Bowen, Clallam Bay

ACTION TAKEN: CMFm to close the public hearing and adopt, CMOs, mc

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on Commissioner's meetings on the west end, County Administrator

The meeting concluded at 10:44 a.m. and continued to 9 a.m., Monday, August 14, 2023.

There are no Zoom chat logs for the week of August 7.

The Board of Commissioners attended WSAC Virtual Update, Coffee with Colleen, KONP Radio Show during the week of August 7.

PASSED AND ADOPTED this 15th day of August 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

Mike French

ATTEST:

Loni Gores, MMC, Clerk of the Board

KEY TO ABBREVIATIONS:

ATM Administrator Todd Mielke

CMO Commissioner Mark Ozias

CRJ Commissioner Randy Johnson

CMF Commissioner Mike French

m moved

mc motion carried

s seconded



2a

AGENDA ITEM SUMMARY

AUG 1 5 2023

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date:** 8/7/23

REGULAR AGENDA ☒ **Meeting Date:** 8/15/23

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-23-STATE | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This program agreement is between Clallam County HHS and DSHS/DDA 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 person with developmental disabilities. Contract Agreement start date is July 1, 2023 thru June 30, 2024. The maximum program agreement amount is \$2,337,520.00.

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

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo, Jenny Oppelt & Kelley Lawrence

Relevant Departments: Health & Human Services

Date submitted: 7/27/23

* 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)

 Washington State Department of Social & Health Services <i>Transforming lives</i>		COUNTY PROGRAM AGREEMENT DDA County Services		DSHS Agreement Number 2363-48800	
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.					Administration or Division Agreement Number County Agreement Number
DSHS ADMINISTRATION Developmental Disabilities Admin		DSHS DIVISION Division of Developmental Disabilities		DSHS INDEX NUMBER 1215	DSHS CONTRACT CODE 1769CS-63
DSHS CONTACT NAME AND TITLE Wendi Winchel Regional Business Manager			DSHS CONTACT ADDRESS PO BOX 45315 Olympia, WA 98504-5315		
DSHS CONTACT TELEPHONE (360) 725-4264		DSHS CONTACT FAX (360) 586-6502		DSHS CONTACT E-MAIL winchwa@dsHS.wa.gov	
COUNTY NAME Clallam County Clallam County DDA County Services			COUNTY ADDRESS 111 East 3rd Street Port Angeles, WA 98362		
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER 91-6001298			COUNTY CONTACT NAME Kelley Lawrence		
COUNTY CONTACT TELEPHONE (360) 417-2407		COUNTY CONTACT FAX		COUNTY CONTACT E-MAIL kelley.lawrence@clallamcountywa.gov	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No				ASSISTANCE LISTING NUMBERS	
PROGRAM AGREEMENT START DATE 07/01/2023		PROGRAM AGREEMENT END DATE 06/30/2024		MAXIMUM PROGRAM AGREEMENT AMOUNT \$2,337,520.00	
EXHIBITS. The following Exhibits are attached: Exhibit A – Data Security Requirements; Exhibit B – Budget and Spending Plan					
By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.					
COUNTY SIGNATURE(S)			PRINTED NAME(S) AND TITLE(S)		DATE(S) SIGNED
DSHS SIGNATURE			PRINTED NAME AND TITLE		DATE SIGNED

Approved as to form only by


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

Page 1

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. "ALTSA Web Access (AWA)" means a web-based portal to the Developmental Disabilities Administration CARE system designed to support county services for DDA clients.
 - c. "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 during the school year they turn twenty-one (21).
 - d. "Budget and Accounting Reporting System (BARS)" means a master classification of balance sheet, revenue and expenditure/expense accounts.
 - e. "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.
 - f. "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.
 - g. "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

Special Terms and Conditions

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 employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

- (2) "Child Development Services" or "CDS": Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.
 - (3) "Individual Supported Employment" or "IE": 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 with 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.
 - (4) "Individualized Technical Assistance" or "ITA": services are a part of a Client's pathway to individual employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to 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.
 - (5) "Group Supported Employment" or "GSE": services are a part of a Client's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.
- h. "County" is the political subdivision of the state of Washington and the county or counties entering into this Program Agreement.
 - i. "DDA Case Resource Manager (CRM)" means a case manager for DDA Clients.
 - j. "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.

Special Terms and Conditions

- 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
 - o. "Employment Outcome Payment" means a payment to providers for transition students born between specific dates; have high acuity; are authorized for Individual employment; and student obtains a competitive integrated job within a specific timeframes. If the job is a minimum of ten hours of work per week an additional amount will be include in the payment.
 - 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
 - r. "Job Foundation Report" is a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next step for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours.
 - 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.
2. **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.
3. **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.

Special Terms and Conditions

4. Credentials and Minimum Requirements:

- a. Administration of the developmental disabilities County program cannot be subcontracted.
- b. Qualified DD Program Coordinator: A qualified DD program coordinator has a minimum of five years training and experience in the administration and/or the delivery of developmental disabilities services to a community. For a county where the coordinator administers more than one program area (e.g. Chemical Dependency, Mental Health, Developmental Disabilities), training and experience in administration and/or a related Human or Social service may be considered.
- c. Administration Responsibility: The County must demonstrate the ability to administer the program agreement including contract oversight and monitoring, community outreach and education activities, and regular communication with the DDA Regional Office (DDA region) and contracted providers.
- d. Fiscal Responsibility: The County must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.
- e. Sufficient Policies and Procedures for establishment and maintenance of adequate internal control systems: The County 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. Policies shall be dated and include dates when updated.
- f. Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees (including DD program County staff), subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS Clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388 WAC. 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 DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.
- g. Qualified Advisory Board Members: A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County to provide Training, Community Information Activities, and Consumer Support as defined in this Program Agreement, and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.
- h. Qualified Service Providers: The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, ***Program Qualifications for Employment and Day Program Providers.***
- i. 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.
- j. 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, .040 and chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member

Special Terms and Conditions

is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.

- k. Counties who provide Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.
- l. The County staff who perform evaluations of subcontractor work sites will promptly report to DSHS per DDA Policy 6-08, *Incident Management and Reporting Requirements for County and County-Contracted Providers*, 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.
- m. Counties are specifically authorized to have data storage on portable devices or media in accordance with the Data Security Requirements.
- n. Order of Precedence: In the event of any inconsistency in this Program Agreement and any attached exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
 - (1) County Program Agreement; and
 - (2) Attached Exhibits.

5. **Duty to Disclose:** Under 42 CFR §455.104, the Administration must obtain certain disclosures and complete required screenings to ensure the State does not pay federal funds to excluded person or entities. The County is required to provide disclosures from managing employees, specifically the persons in the positions of Developmental Disabilities Director and Fiscal/Budget Director, i.e. the person who authorizes expenditures. A completed Medicaid Provider Disclosure Statement, DSHS Form 27-094, should be submitted to the Administration to complete the required screenings. Disclosures must be provided at contract renewal and within thirty-five (35) days whenever there is a change in the staff holding these management positions [42 CFR 455.104 (c)(1)].

6. **Statement of Work:** The County shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Working collaboratively and sharing information as needed for service coordination, the parties shall administer DD services within the county as set forth below:

a. The DDA region shall:

- (1) Review subcontractors and shall immediately notify the County of any concerns with the subcontractors identified by the County;
- (2) Inform and include the County in the discharge planning of Client's leaving institutions and returning to the community who will need program funding;
- (3) Inform the County of Client's who have had their waiver status changed;

Special Terms and Conditions

- (4) Work with the County when referring Client's for services and will withdraw referrals when authorization is not issued;
- (5) Authorize new service within 5 working days and will extend existing service authorization before expiration date;
- (6) Inform Clients of service changes through Planned Action Notice(s);
- (7) Work with the County to document planned services in the Client's Person Centered Service Plan including notification of assessment dates;
- (8) Work with the County when terminating services;
- (9) Work with DDA Head Quarters and the County on Spending Plan adjustments; and
- (10) Work with the County in participating in evaluation of direct service providers.

b. The County shall:

- (1) Work with the DDA Region when Clients are referred for services, authorized services, and/or for support modifications;
- (2) Work with the DDA Region to document planned services in the Client's Person Centered Service Plan;
- (3) Assist with informing the DDA Region of any potential service level changes not documented in the Client's DD Assessment prior to any changes;
- (4) Work with the DDA Region regarding service termination;
- (5) Work with the DDA Head Quarters on Spending Plan adjustments;
- (6) Inform the DDA Region of new providers to be included on the ALTSA Web Access (AWA) system;
- (7) Notify the DDA Region of any intent to terminate a subcontractor who is serving a DDA referral;
- (8) Provide a copy of each subcontractor's contract upon written request from DDA; and
- (9) Notify and work with the DDA Regional Employment Specialist when performing evaluations of direct service providers.

c. Compliance with Budget and Accounting Reporting System Policies: The County shall take any necessary and reasonable steps to comply with BARS Policies.

d. The County 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 WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040, 2100, 2110;

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- (3) Criteria for Evaluation;
 - (4) DDA Guiding Values;
 - (5) County Guide to Achieve DDA's Guiding Values;
 - (6) DDA Guidelines for Community Assessments within Employment and Vocational Programs; and
 - (7) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.
- e. The County shall develop and submit a comprehensive plan for the County DD Services as required by WAC 388-850-020.
 - f. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: The County shall submit the Service Information Forms (SIF's) (provided by DDA at Internet site <https://www.dshs.wa.gov/dda/county-best-practices>) to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Training, Community Information, Direct Client Services, and Other Activities within 30 days of execution of the Program Agreement. Once approved, the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region.
 - g. Solicitation for Qualified Employment and Day Program Service Providers: Requests for Applications (RFAs), Requests for Information (RFI's) and/or Requests for Proposals (RFPs), Requests for Qualifications (RFQ's) for direct services, excluding Child Development, will be open continuous enrollment.
 - h. Qualified Providers: A qualified provider must be a county or an individual or agency contracted with a county or DDA.
 - i. Technical Assistance: DDA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval.
 - j. 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.
 - k. 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

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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 his/her demonstrated need, acuity level and work history per WAC 388-828.
- (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 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 CRM, Client, 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). All Clients will be contacted by their service provider according to Client need and at least once per month.
- (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 or Group Supported 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. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.
- (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

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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 staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".
- (11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided.
- (a) The collective group's individual hours should be the minimum staff hours delivered to support the group.
 - (b) A GSE Client must be on-site/at work at least their base individual hours as a minimum per month. If a Client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group (*what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided*).
 - (c) A GSE agency may not bill for a GSE Client who does not receive services during an entire service month.
 - (d) A GSE agency must have a record of which staff is supporting which Clients on any given day.
 - (e) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the Client plan to move a Client on their pathway towards their employment goal(s).
 - (f) Running a GSE service is a part of the business operation and not billable to Clients (contract procurement, contract maintenance, or administration functions associated with GSE).
 - (g) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 – 4 for element / activity description).
- (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

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them.

- l. **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.
- m. **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.
- n. The County shall work with local developmental disability advisory groups to plan for and coordinate services.
- o. The County shall participate in regularly scheduled meetings between County DD staff and DDA staff to remain updated and current including ACHS and Regional Meetings.
- p. **AWA Data System:** In compliance with the AWA Training Manual, the County shall use the AWA data system for all:
 - (1) Billing requests;
 - (2) Service provider address and phone number maintenance;
 - (3) Evaluation dates;
 - (4) Employment outcome information; and
 - (5) Monthly provide all data described in the Billing Instructions and in the Employment Outcomes Instructions, which is hereby incorporated by reference.
- q. Assure the integrity of data submitted to the State. When data is submitted and rejected due to errors or an error is later identified, the County will correct and resubmit the data within thirty (30) days.
- r. Review and respond the AWA "Work List" items within 5 working days including Referrals and pending Authorization.
- s. Review the AWA "Ticklers" Planned Rate tab and update the planned rate within 5 working days after the Planned Rate start date.
- t. **Partnership Project.**
 - (1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA clients who were born between:

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(a) For fiscal year 2021 9/1/00 through 8/31/01

(b) For fiscal year 2022 9/1/01 through 8/31/02

(c) For fiscal year 2023 9/1/02 through 8/31/03

(d) For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VPB) project. The VPB project application will include the following minimum criteria identified in the sample application found at:

https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Application_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. – Providers, with transition students born between:

(1) For fiscal year 2023 9/1/00 through 8/31/01

(2) For fiscal year 2024 9/1/01 through 8/31/02

(3) For fiscal year 2025 9/1/02 through 8/31/03

(4) For fiscal year 2026 9/1/03 through 8/31/04

High acuity Clients who are authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart in the DDA Billing Instructions. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the DDA. The DDA HQ Employment and Day Unit Manager reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the HQ Employment and Day Unit Manager for approval as changes occur. The rate schedule will include the following information:

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- (a) County(s) name;
 - (b) Time period for which the schedule is applicable; and
 - (c) Each contracted direct service (IE, GSE, CI, ITA, CDS) and its associated rate.
- (2) Fee Limitations: The DDA Billing Instructions found on the County Best Practices site provides limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.
- b. Budget and Spending Plan, attached as **Exhibit B**:
- (1) Budget amount listed in **Exhibit B**: The County may not exceed the state only revenue dollar amount or the total revenue dollar amount indicated on the Program Budget Agreement included in **Exhibit B**. The waiver revenue dollar amount may be exceeded to accommodate Clients moving from state-only employment and day services to waiver employment and day services.
 - (2) Spending Plan: DDA will provide the initial spending plan / Program Agreement Budget / Exhibit B. Funding shall be distributed under State and Medicaid in the revenue section. The planned expenditures for Consumer Support are based on authorized Clients, their acuity level and work history for a given point in time. To determine the Additional Consumer Support amount, the Consumer Support amount is multiplied by a percentage. The spending plan may only be modified by mutual agreement of the parties in writing and shall not require a program agreement amendment.
 - (a) Funds Designated for Additional Consumer Services: If a County provides Community Information and Education services under additional consumer services, then activities must include outreach efforts to federally recognized local tribes.
 - (b) Funds Designated for Adult Day Care Consumers: Funds designated for Adult Day Care Consumers are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing. These Clients may be referred to services defined in the statement of work, or to an Adult Day Care service other than Level II or III. If a Client no longer needs and wants services, the funds are available for other Clients who are not part of the group of original Clients identified between December 1996 and 2003. An Adult Day Care service shall only be provided by Adult Day Care agencies certified by the local Area Agency on Aging. Adult Day Care service is not a waiver approved service.
- c. Program Agreement Amendments: A County can request an amendment at any time. An amendment for additional Client(s) may be supported when clients exceed the number used to develop the contract. An amendment for additional service hours authorized may be supported when county provides evidence. An amendment request for expenditures exceeding contract total due to hourly rates paid to service provider may not be supported as the county is responsible to manage contract and rates paid to their providers.
- d. Exemptions: The DDA Assistant Secretary may approve in writing an exemption to a specific program agreement requirement.

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8. Billing and Payment:

- a. Program Agreement Budget: DSHS shall pay the County all allowable costs, which are defined by DDA as cost incurred by the program for:

(1) Administration: Costs of the County Human Services Department or similar county office, responsible for administration of the Developmental Disabilities Program. Allowable costs include personnel and overhead costs directly related to the administration and coordination of the program, including such activities as program planning, budgeting, contracting, monitoring, and evaluation. Also included are departmental and county indirect and/or direct administrative costs, to the extent that such costs are appropriately allocated to the program using an established methodology consistent with grants management guidelines. For a County whose designated coordinator manages multiple programs, the County must be able to provide evidence of the time the coordinator spent working on the Developmental Disabilities program.

(2) Additional Consumer Services:

(a) Training:

- i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.
- ii. Board Training: Costs incurred by the program for planned, structured activities designed to provide, improve, or enhance program-related skills of board and advisory committee members.

(b) Community Information and Education: 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.

(c) Other Activities.

- i. 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."
- ii. Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.
- iii. Partnership project: Collaborative partnerships with school districts, employment providers, Division of Vocational Rehabilitation (DVR), families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21). Supports provided should complement and not replace what the student(s) receive through the Individualized Education Program (IEP).

(3) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996

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and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

- (b) Community Inclusion Services are individualized and 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 employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.
 - (c) Child Development Services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.
 - (d) Individual Supported Employment services are a part of a Client's pathway to employment and are tailored to individual needs, interests, and abilities to promote career development. These are individualized services necessary to help persons with 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 (per the Individual Employment Phases & Billable Activities)
 - (e) Individualized Technical Assistance services are a part of a Client's pathway to employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for individuals who have not yet achieved their goal.
 - (f) Group Supported Employment services are a part of a Client's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment community settings.
- b. Reimbursement for the state Fiscal Year shall not exceed the total amount listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount. Counties will work with DDA HQ on amendments to the Program Agreement.
 - c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be entered and posted into the AWA system. The County may post a combined claim of all programs/services covered by this Program Agreement. DSHS shall make all payments due to the

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County for all invoices submitted pursuant to this section within forty five (45) days following posting of required information.

- d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement 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.
- e. Reimbursement of Client Services: A claim for each Client is made on the AWA system by indicating the number of service units delivered to each Client listed and the fee per unit. Units are defined as:
 - (1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.
 - (2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.
 - (3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.
- f. Program Administration: The County will provide program administration and coordination including such activities as planning, budgeting, contracting, monitoring, and evaluation. Monthly claims for administration can be 1/12 of the maximum amount identified in Exhibit B under Administration or for the actual costs incurred in the given month but the total Administration billed will be the lesser of the two. Administration cost reimbursement will not exceed 7% unless the Assistant Secretary of DDA approves a request for an exception under chapter 388-850 WAC.
- g. The Individual Employment Phases & 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>.
- h. 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>.
- i. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the DDA Region within forty-five (45) calendar days following the last day of the month in which the service is provided. Corrected invoices 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 unless an extension is approved by the DDA Regional Administrator or designee. Payment will not be made on any invoice submitted past sixty (60) calendar days after the Program Agreement fiscal year.
- j. Recovery of Fees: If the County bills and is paid fees for services that DSHS later finds were (a) not delivered or (b) not delivered in accordance with Program Agreement standards, DSHS shall recover the fees for those services and the County shall fully cooperate during the recovery.
- k. Preadmission Screening and Resident Review (PASRR) Administration: The County may bill for administration costs as identified in **Exhibit B**. Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 7%.

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- l. Reimbursement for Partnership project: A claim of \$2,400 per student for each completed Job Foundation document that is at a satisfactory or above rating will be requested through the AWA system as other monthly cost.
 - m. Job Foundation report line item 95 and 96 as identified in the ADSA Web Access (AWA) billing system. King, Snohomish and Pierce Counties will use line item 95, all other participating Counties will use line item 96 (OSPI). A copy of the completed Job Foundation document will be sent electronically to the shared mailbox located at: DDAJobFoundationReports@dshs.wa.gov
 - n. Job placement verification for transition students: The AWA Employment Output for Individual Employment will be completed and submitted with payment request to verify employer, job start date, job type, etc.
 - o. Job Foundation Administration: The County may bill for administration costs as identified in **Exhibit B**. Monthly claims for administration cost will be based on the actual expenditures multiplied by 7%. King, Snohomish and Pierce Counties will use line item 13, all other participating Counties will use line item 14 (OSPI).
- 9. **Intermediate Care Facilities for Intellectual Disabilities (ICF/ID) Agreement.** If applicable per 42 CFR 483.410, the County shall assure that all county-operated or subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. DDA will supply to the County a list of ICF/ID residents who attend a day program.
- 10. **Single State Medicaid Agency—Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The County only has responsibility for services covered in this agreement.
- 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 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. **Data Security Requirements.** Exhibit A shall only apply to the County if the County possesses 150 or

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more DSHS records across all programs or services throughout their organization, or transmits more than 5 records at one time.

14. **Supersession of Prior Data Security Agreement.** If the Parties hereto have previously entered into a Standalone Data Security Requirements Agreement, both Parties hereby agree that upon mutual execution said Agreement shall take precedence as the sole Data security Agreement between the Parties.

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Exhibit A – 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

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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:

Special Terms and Conditions

- 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.

Special Terms and Conditions

(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.

Special Terms and Conditions

- 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:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.

Special Terms and Conditions

- (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.

Special Terms and Conditions

- (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

Special Terms and Conditions

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 subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Exhibit B

Program Agreement Budget

☒ **Original Budget**

Budget Revision

REVENUES

Fiscal Year	Fund Source	Original	1 st Revision	2 nd Revision	3 rd Revision
2024	State only	1,186,320			
	Medicaid	1,151,200			
	Total Rev.	\$2,337,520	\$	\$	\$

Fiscal Year	Fund Source	Original	1 st Revision	2 nd Revision	3 rd Revision
2025	State only				
	Medicaid				
	Total Rev.	\$	\$	\$	\$

	Job Foundation Funds	PASRR Funds	State Funds	Medicaid Funds	TOTAL
ADMINISTRATION (11, 12, 13, 14)	0	5,377	113,731	93,053	212,161
OTHER CONSUMER SUPPORTS (31, 32, 41, 92, 93, 94, 97)	0	0	76,473	62,568	139,041
CONSUMER SUPPORT STATE-ONLY (62, 64, 65, 67, 69)	0	0	0		0
Child Development (61)			0		0
MEDICAID CLIENTS (62, 64, 67, 69, 95, 96)	0	53,760	966,279	966,279	1,986,318
ROADS to COMMUNITY LIVING (62, 64, 65, 67, 69)			0	0	0
TOTAL	0	59,137	1,156,483	1,121,900	2,337,520



AGENDA ITEM SUMMARY

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

26
AUG 15 2023

Department: DCD

WORK SESSION ☒ Meeting Date: 8/7/23

REGULAR AGENDA ☒ Meeting Date: 8/15/23

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract #

☐ Resolution

☐ Proclamation

☐ Budget Item 334,231.005

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

The purpose of this agreement is to provide Washington Conservation Corps (WCC) members to complete the environmental service project of planting for the Dungeness Floodplains Restoration Project.

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.

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

Please sign contract.

County Official signature & print name: Bruce W. Emery

Name of Employee/Stakeholder attending meeting: Rebecca Mahan & Bruce Emery

Relevant Departments: DCD

Date submitted:

* 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 WCC-2315

AGREEMENT BETWEEN

The State of Washington, Department of ECOLOGY
AND

Clallam County (SPONSOR)

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and Clallam County hereinafter referred to as the "SPONSOR."

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2023 and be completed on 9/30/2024 unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$48,420. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by Sponsor
WCC Services	
36 WCC Crew days @ 1345/day	\$48,420
Total SPONSOR Cost	\$48,420
	<i>Above cost not to be exceeded</i>

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$294,107 annually per WCC Crew consisting of five WCC/AmeriCorps Members and one WCC Supervisor and/or \$40,896 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account

transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT

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

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

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.

DISPUTES

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share 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 completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and 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 restrictions.

GOVERNING LAW AND VENUE

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 shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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 shall be construed to conform to those laws.

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 purpose to be employees or agents of the other party.

INDEMNIFICATION

To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, including officials, agents, and employees from and against all claims of third parties, and all associated losses arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Parties waive their immunities under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the other party and their agencies, officials, agents or employees.

ORDER OF PRECEDENCE

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

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

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

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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

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

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days prior written notification to the other party. 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.

WAIVER

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

ALL WRITINGS CONTAINED HEREIN

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

AGREEMENT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for ECOLOGY is: Josiah Downey PO Box 47600 Olympia, WA 98504 (360) 480-2603 Josiah.downey@ecy.wa.gov	The Contract Manager for SPONSOR is: Rebecca Mahan 223 E 4th St. Port Angeles, WA 98362 [Partner Contact Telephone] rebecca.mahan@co.clallam.wa.us
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IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of ECOLOGY

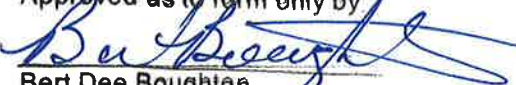
SPONSOR

Signature Date

Printed Name, Title

Signature Date

Printed Name, Title

Approved as to form only by

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

STATEMENT OF WORK

Appendix A

Work summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clean public restrooms, monitor, survey, or clear active or abandoned encampments, and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site. If active or abandoned encampments prevent WCC activities from taking place at a project site, WCC supervisors and members may contact their partner organization and work with their coordinator on alternative activities. While WCC can share encampment information with project partners, when relevant to service activities, WCC personnel will not monitor, survey, or report on encampments directly to regulatory agencies or anyone other than a partner organization.
2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.
3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.
4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.
5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.
6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.
7. If inclement weather makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location. In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by the SPONSOR for any reason, then the sponsor is responsible for crew costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-term crews and Individual Placements are available to SPONSOR for a maximum of 164 days (approximately 41 weeks) during the Federal AmeriCorps program service year (October-September).
2. Enroll members to begin service no sooner than October 2, 2023 and no later than October 16, 2023 to attain a full AmeriCorps scholarship. Member vacancies may be filled with a 1200 hour, three-quarter-term AmeriCorps Education Award beginning January 16, 2024. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.
3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.
4. Provide training and development specified in Appendix B: eight days of formal WCC training, a two to four day Orientation Training, one day dedicated to MLK Community Service, one day of training in noxious weed control, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to six additional days of Supervisor training or meetings during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a four day Assistant Supervisor training to the designated Assistant Supervisor.
5. Each full-term crew or IP may spend up to two weeks (eight days) with an alternative sponsor during the crew year. These dates will be determined in coordination with their full-term Sponsor.
6. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.
2. Help promote the AmeriCorps and WCC brands, logo, slogans and phrases. WCC will provide camera-ready logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service.
3. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide computer access, email, transportation to and from WCC events (or private mileage reimbursement), and day-to-day direction of activities.
4. For a SPONSOR hosting full-term WCC Crew(s), SPONSOR shall provide a secure site to store tools and park crew vehicles that allows access to potable water and restrooms as well as desk and internet access for the crew supervisor. In the event of theft, vandalism, or loss, the SPONSOR shall provide reimbursement (75 percent sponsor share) of expenditures and deductibles.
5. For a SPONSOR that assigns WCC crew(s) or WCC Individual Placement members to serve with other organizations, SPONSOR shall inform the other organizations of WCC policies, procedures and contract terms.

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
 - I. A business organized for profit;
 - II. A labor union;
 - III. A partisan political organization;
 - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - V. An organization engaged in the religious activities described in paragraph 3.g. above, unless AmeriCorps assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives.
- L. Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities
- M. Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so

2023-2024 WCC Events Calendar

October							November							December							January						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
						1			1 ^v	2	3	4	5					1	2	3	1	2 ^v	3	4	5	6	7
(2)	3	4	5	6	7	8	6	7	8	9	10	11	12	4 ^v	5	6	7	8	9	10	8	9	10 [*]	11 [*]	12	13	14
9	10	11	12 [*]	13	14	15	13	14	15 [*]	16 [*]	17	18	19	11 [*]	12	13	14 [*]	15	16	17	15	(16)	17	18	19	20	21
16 ^v	17	18	19	20	21	22	20	21	22 [*]	23 [*]	24	25	26	18 ^v	19	20	21	22 [*]	23	24	22	23	24	25 [*]	26	27	28
23	24	25 [*]	26 [*]	27	28	29	27	28	29	30 [*]				25	26	27	28 [*]	29	30	31	29	30	31 [*]				
30	31 [*]																										

February							March							April							May						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
			1 ^v	2	3	4					1	2	3	1 ^v	2	3	4	5	6	7			1 ^v	2	3	4	5
5	6	7	8	9 [*]	10	11	4 [*]	5	6	7	8	9	10	8	9	10 [*]	11 [*]	12	13	14	6	7	8	9	10 [*]	11	12
12	13	14	15 [*]	16	17	18	11 [*]	12	13	14 [*]	15	16	17	15 [*]	16 [*]	17	18	19	20	21	13	14	15 [*]	16 [*]	17	18	19
19	20 ^v	21	22	23	24	25	18 ^v	19	20	21	22	23	24	22	23	24	25 [*]	26	27	28	20	21	22	23	24	25	26
26 [*]	27	28	29 [*]				25 [*]	26	27	28 [*]	29	30	31	29	30 [*]						27	28	29	30 [*]	31		

June							July							August							September						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
					1	2	1 ^v	2	3	4	5	6	7				1 ^v	2	3	4						1	
3 ^v	4	5	(6)	7	8	9	8	9	10 [*]	11	12	13	14	5	6	7	8	9 [*]	10	11	2	3	4	(5)	6	7	8
(10)	11	12	13 [*]	14	15	16	15 [*]	16 [*]	17	18 [*]	19	20	21	12	13	14	15 [*]	16	17	18	9	10	11	12 [*]	13	14	15
17 ^v	18	19	20	21	22	23	22	23	24	25	26	27	28	19 ^v	20	21	22	23	24	25	16 ^v	17	18	19	20	21	22
24	25 [*]	26	27 [*]	28	29	30	29	30	31 [*]					26 [*]	27	28	29 [*]	30	31		23	24	25	26	27	28	29
																					30 [*]						

	Holiday (Observed) - Day Off
	Orientation
	Assistant Supervisor Training
	MLK- Sup Holiday, Member Service Day
	Individual Placement Meeting (Virtual)
	Elective Training:
	3/4-Term Member Orientation
	Extended Management & Ops Meeting
	Supervisor Refresher Trainings
	Spike (2 wks on special assignment)

	AmeriCorps Swearing-in (0.5 day - Virtual)
	PDPs Due (July: QT members only)
	eTime: Hours entered
	eTime: Prior pay period approval due
	Payday (10th & 25th, varies on weekends)
	Production (last Thursday of the month)
	Supervisors: Crew interviews
	Noxious Weed Control Workshops

3/21 Olympic; 3/28 Central/E. WA;
4/4 S. Puget Sound; 4/11 N. King County/Snohomish;
4/18 S. King County; 4/25 NW

	Start (FT/Oct. 3QT=10/2, Jan. 3QT=1/16, QT=6/10)
	Credit Card Log Due
	End Date (FT/Jan. 3QT/QT=9/5, Oct. 3QT=6/6)
	End-of-year Presentations

8/15 Olympic; 8/22 Central/E. WA & S. Puget Sound;
8/29 S. King County & N. King County/Snohomish; 9/5 NW

Shutdown Weeks:

	Supervisors: Finalize Interviews/Enrollment
	Supervisors: Cross-training
	Supervisors: All staff meeting & prep days

Members' Potential Hours (For general guidance only - hours not guaranteed)

October	180
February	160
June	150
Fullterm: Oct. 2-Sept. 5	1860

November	150
March	160
July	180
Oct. 3QT: Oct. 2-June 6	1370

December	150
April	180
August	170
Jan. 3QT: Jan. 16-Sept. 5	1300

January	180
May	170
September	30
QT: June 10-Sept. 5	490

FT: 1700-hr min, \$6,895 Ed Award

3QT: 1200-hr min, \$4,826.5 Ed Award

QT: 450-hr min, \$1,824.07 Ed Award

WCC standard schedule (40 hours/week) is Monday - Sunday



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AGENDA ITEM SUMMARY

AUG 15 2023

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

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date: 08/07/2023**

REGULAR AGENDA ☒ **Meeting Date: 08/15/2023**

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU Contract #851.23.005 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Discussion only |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Community Prevention and Wellness Initiative aims to "increase the capacity to implement direct and environmental substance use disorder (SUD) prevention services in the community to prevent and reduce the misuse and abuse of alcohol, tobacco, marijuana, opioids, and other drugs.

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

Budget change will be necessary to account for increased revenue and expenditures.

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

County Official signature & print name:

Jody Jacobson Jody Jacobson

Name of Employee/Stakeholder attending meeting:

Jody Jacobson, Amanda Sanders (contractor)

Relevant Departments:

Date submitted: 08/01/2023

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

Washington State Health Care Authority	CONTRACT for Prevention and Promotion Client Services	HCA Contract Number: K6935
---	--	----------------------------

THIS CONTRACT is made by and between the Washington State Health Care Authority (HCA) and Clallam County Juvenile and Family Services, (Contractor).

CONTRACTOR NAME Clallam County Juvenile and Family Services		CONTRACTOR DOING BUSINESS AS (DBA)	
CONTRACTOR ADDRESS Street 1912 W. 18th St.		City Port Angeles	State WA
CONTRACTOR CONTACT Cynthia L Hanson		CONTRACTOR TELEPHONE (360) 565-2646	CONTRACTOR E-MAIL ADDRESS Cynthia.hanson@clallamcountywa.gov
Is Contractor a Subrecipient under this Contract? ☒ YES ☐ NO			

HCA PROGRAM Prevention and Promotion Local Services	HCA DIVISION/SECTION Division of Behavioral Health and Recovery (DBHR), SUD Prevention and MH Promotion Section
HCA CONTACT NAME AND TITLE Kasey Kates, Supervisor, CPWI Community and School-Based Services	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
HCA CONTACT TELEPHONE (360) 725-2054	HCA CONTACT E-MAIL ADDRESS Kasey.Kates@hca.wa.gov

CONTRACT START DATE July 1, 2023	CONTRACT END DATE June 30, 2025	TOTAL MAXIMUM CONTRACT AMOUNT \$930,000.00
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PURPOSE OF CONTRACT:

Contractor will provide substance use disorder prevention and mental health promotion services to individuals, families and communities. The services will be provided through individual Task Orders, as funded and agreed to between both parties.

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE 	PRINTED NAME AND TITLE ~~Jody L. Jacobsen~~ ~~Director~~	DATE SIGNED
HCA SIGNATURE DocuSigned by:  Alyson Beck	PRINTED NAME AND TITLE Alyson Beck Contracts Administrator	DATE SIGNED 7/7/2023

Approved as to form only by:

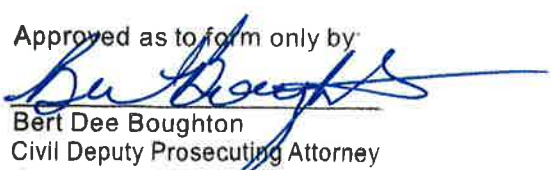

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

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Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), seeks to secure substance use disorder prevention and mental health promotion services to individuals, families, and communities.

Client services contracts, such as this Contract, are exempt from the requirement of competitive solicitation (RCW 39.26.125(6)).

HCA has determined that Contractor is qualified and willing to provide the services described in this Contract.

Nothing herein precludes HCA from seeking applicants to provide these services as part of the contracting or procurement process.

THEREFORE, HCA awards to Clallam County Juvenile and Family Services this Contract, the terms and conditions of which will govern Contractor's providing to HCA the substance use disorder prevention and mental health promotion services to individuals, families, and communities.

IN CONSIDERATION of the mutual promises set forth in this Contract, the sufficiency of which the parties acknowledge, the parties agree as follows:

The Recitals listed above are incorporated by reference into this Contract.

1. STATEMENT OF WORK (SOW)

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

2. DEFINITIONS

"Administrative Costs" or **"Indirect Costs"** means the elements of costs incurred by the Contractor as costs that are necessary to administrate or operate a program that are not considered direct program costs. Criteria for Administrative/Indirect Costs, Contract-Specific Direct Costs, and Shared Direct Costs are outlined in the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide.

"Agent" means the Director of the Health Care Authority and/or the Director's delegate authorized in writing to act on behalf of the Director.

"Allowable Cost" means an expenditure which meets the test of the appropriate executive office of the President of the United States' Office of Management and Budget (OMB) circular. The most significant factors which determine whether a cost is allowable are the extent to which the cost is:

- Necessary and reasonable;
- Allocable;

- Authorized or not prohibited under Washington state or local laws and regulations;
- Adequately documented.

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

“Authorized User” means an individual or individuals with an authorized business need to access HCA’s Confidential Information under this Contract.

“Awards and Revenues” or **“A&R”** means the details of the Contractor’s Awards and Revenues. The Contractor must budget and bill according to each Award and Revenues.

“Awards and Revenues (A&Rs) and Federal Subaward Identification (FSI) documents” or **“A&R/FSI document”** means the document that is issued after execution of the Contract and is fully incorporated by reference. that identifies the most current: sources of funds available; amount available for expenditure by Task Order; and federal subaward identification of funding by source. The A&R/FSI identify funding assigned to each Task Order up to the total maximum consideration.

“Breach” means the unauthorized acquisition, access, use, or disclosure of confidential information that compromises the security, confidentiality, or integrity of the confidential information.

“Business Days and Hours” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“Certified Prevention Professional” or **“CPP”** means the Prevention Specialist certification recognized by the International Credentialing and Reciprocity Consortium (IC&RC) and supported by the Prevention Specialist Certification Board of Washington, <http://www.pscbw.com>.

“Client” means an individual who is eligible for or receiving services through HCA program(s).

“CFR” means the Code of Federal Regulations. All references in this Contract to CFR. chapters or sections include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.eC.F.R..gov/cgi-bin/EC.F.R.?page=browse>.

“Coalition” means a formal arrangement for cooperation and collaboration between groups or sectors of a community. Each participant in the Coalition retains their identity, but all agree to work together toward a common goal of building a safe, healthy, and drug-free community.

“Community” means an approved geographic area within school district boundaries, or within High School Attendance Areas (HSAA) and their feeder schools.

“Community-Based Organization” or **“CBO”** means a public or private nonprofit organization of demonstrated effectiveness that is representative of a community, or of significant segments of a community, and that provides educational or related services to individuals in the community. This includes faith-based and religious organizations.

“**Community Prevention and Wellness Initiative**” or “**CPWI**” means the HCA substance use disorder prevention delivery system that focuses prevention services in high-need and risk from alcohol, tobacco, marijuana, opioids, and other substances in Washington State as selected and approved by HCA.

“**Confidential Information**” means information that is exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, both Category 3 and Category 4 Data as described in Attachment 4, Section 3 *Data Classification*, which includes, but is not limited to, Personal Information and Protected Health Information.

“**Contract**” means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

“**Contract Manager**” means the individual identified on the cover page of this Contract who will provide oversight of the activities conducted under this Contract.

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

“**Covered Entity**” has the same meaning as defined in 45 C.F.R. §160.103.

“**The Center for Substance Abuse Prevention**” or “**CSAP**” - means the unit within the federal Substance Abuse and Mental Health Services Administration (SAMHSA), which works with federal, state, public, and private organizations to develop comprehensive prevention systems. CSAP has developed and recognized the six prevention strategy categories listed below.

CSAP Categories:

- **Alternative Activities:** Activities that involve participation by targeted groups/individuals that purposefully exclude alcohol and other substances by way of providing pro-social and healthy alternatives.
- **Community-Based Process:** Providing an organized forum to enhance prevention activities by forming a group. The group organizes, plans, and implements prevention activities through this format.
- **Education:** Activities to provide education to identified group/individuals aimed at teaching decision - making skills, refusal skills, parental management skills, social skill development etc. Education activities involve two-way communication and involve an educator teaching participants.
- **Environmental:** Establish or change Community attitudes, norms, and policies that can influence substance use occurrence within the Community.
- **Information Dissemination:** Provide information about drug use, misuse, and abuse, and the effects of substance use on individuals. Provide information on prevention related programs and resources available.

- **Problem Identification and Referral:** Identify individuals with misuse/abuse of substances in order to provide interventions that can deter those individuals of continued misuse through education and motivation strategies.

“Data” means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract. Confidential Information, Personal Information, and Protected Health Information are all considered Data for the purposes of this Contract. For Attachment 4, Data Sharing Terms, Data specifically refers to the information that is disclosed or exchanged as described in the Attachment.

“Data Breach” means the acquisition, access, use, or Disclosure of Data in a manner not permitted under law or by this Contract, including but not limited to the HIPAA Privacy Rule, which compromises the security or privacy of Protected Health Information, with the exclusions and exceptions listed in 45 C.F.R. § 164.402.

“DBHR” means the **“Division of Behavioral Health and Recovery,”** a division of HCA, or its successors.

“DEA” means the federal Drug Enforcement Agency.

“Designated Record Set” means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about individuals.

“Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

“Division of Behavioral Health and Recovery” (DBHR) - The division within the Health Care Authority that provides program support for behavioral health services, including substance use disorder prevention and treatment, mental health promotion and treatment, and recovery support services.

“Diagnostic and Statistical Manual of Mental Disorders” or “DSM-5” means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, which is the 2013 update to the Diagnostic and Statistical Manual of Mental Disorders, the taxonomic and diagnostic tool published by the American Psychiatric Association.

“Debarment” means an action taken by a federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.

“Dedicated Cannabis Account” or “DCA” means revenue generated by taxation of retail cannabis as a result of the implementation RCW 69.50.540; State Funds.

“Direct Service Programs” means services that are provided to an individual or group using and in-person program delivery method.

“Educational Service District” or **“ESD”** means the regional agency established by RCW 28A.310.010 to (1) provide cooperative and informational services to local school districts; (2) assist the superintendent of public instruction and the state board of education in the performance of their respective statutory or constitutional duties; and (3) provide services to school districts and to the Washington state center for childhood deafness and hearing loss and the school for the blind to assure equal educational opportunities.

“Effective Date” means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties in this Contract; or, if not so specified, the date of the last signature of a party to this Contract. For the purposes of this contract, effective date is same as Contract Start Date listed on the Contract face page.

“Evidence-Based Program” or **“EBP”** means a program that has been tested in heterogeneous or intended populations that can be implemented with a set of procedures to all successful replication in Washington. An EBP has showed favorable effects and no harmful effects in one or more evaluation studies including at least one rigorous randomized controlled trial or two rigorous quasi-experimental evaluation studies. This is determined through a secondary review of evidence-based program registry ratings and/or a review of program evaluation literature.

“Fidelity” means the degree of exactness with which something is copied or reproduced.

“General Fund State” or **“GFS”** or **“SFG”** means the funds from the Washington state general funds. Also known as: State Funds.

“HCA Contract Manager” means the individual identified on the cover page of this Contract who will provide oversight of the Contractor's activities conducted under this Contract.

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

“Health Equity” means when every person has the opportunity to attain their full health potential, and no one is disadvantaged from achieving this potential because of social position or other socially determined circumstances, and that everyone has a fair and just opportunity to be as healthy as possible. This requires removing obstacles to health such as poverty, discrimination, and their consequences, including powerlessness and lack of access to good jobs with fair pay, quality education and housing, safe environments, and health care. Health Equity is a core value of HCA.

“Health Disparities” means a particular type of health difference that is closely linked with social, economic, and/or environmental disadvantage. Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health based on their racial or ethnic group; religion; socioeconomic status; gender; age; mental health; cognitive sensory, or physical disability; sexual orientation or gender identity; geographic location; or other characteristics historically linked to discrimination or exclusion.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d-d8, as amended, and its attendant regulations as promulgated by the U.S. Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid

Services, the HHS Office of the Inspector General, and the HHS Office for Civil Rights. HIPAA includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

“Individual(s)” means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

“Innovative Program” means a program that does not fall into the other categories of Evidence-based, Research-based, or Promising.

“The Institute of Medicine Model categories” or “IOM categories”. The Institute of Medicine classification by population to the differing objectives of various interventions and matches the objectives to the needs of the target population. The IOM identifies these categories based on the level of risk, see below.

IOM Classifications:

- **Universal-Indirect:** Targets the general population and are not directed at a specific risk group.
- **Universal-Direct:** Interventions directly serve an identifiable group of participants but who have not been identified on the basis of individual risk.
- **Selective:** Targets those at higher-than-average risk for substance abuse; individuals are identified by the magnitude and nature of risk factors for substance abuse to which they are exposed.
- **Indicated:** Targets those already using or engaged in other high-risk behaviors to prevent heavy or chronic use.

“Limited Data Set(s)” means a data set that meets the requirements of 45 C.F.R. §§ 164.514(e)(2) and 164.514(e)(3).

“Media Materials and Publications” means:

- **News Release:** A brief written announcement the agency provides to reporters highlighting key events, research, results, new funding and programs, and other news;
- **Paid Media:** Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV and radio);
- **Earned Media:** Published news stories (print, broadcast or online) resulting from Contractor’s Agreements with reporters;
- **Donated Media,** including public service announcements. Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors;
- **Social Media:** Also referred to as new media: messaged posted online of Facebook, Twitter, YouTube, Instagram, Snapchat and similar sites.

- **Other Media Material and Publications:** Other print and video materials that are created under this Contract.

"Mental Health" means a person's condition with regard to their psychological and emotional well-being.

"Mental Health Promotion Projects" or "MHPP" means a program or strategy with the overall goal of maximizing mental health and well-being among populations and individuals.

"Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

"Opioid Abatement Settlement Account" or "OASA" (this and any variations of) means State funding provided by the accounts created from the state settlement(s) with companies found to have played key roles in fueling the opioid epidemic. This is categorized as State Funds.

"OMB" means the Office of Management and Budget of the executive office of the President of the United States.

"Overpayment" means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

"Partnerships for Success" or "PFS", means the federal Substance Abuse and Mental Health Services Administration (SMHSAA) Grant 2013 and 2018, CFDA number 93.243; Federal Discretionary Funds.

"Permissible Use" means only those uses authorized in this Contract and as specifically defined herein.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses (including or excluding zip code), telephone numbers, social security numbers, driver's license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

"Prevention Activity Data" means information input to the agreed upon reporting system to record all active prevention services including outcome measures. Reporting systems include the "Substance Abuse Disorder Prevention Mental Health Promotion Online Reporting System" or "Minerva" and the Student Assistance Prevention Intervention Services Program (SAPISP) data reporting system or any successor systems established for the same purpose. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into the reporting system by the close of business of the fifteenth (15th) of each month for prevention activities provided during the previous month.

"Prevention System Manager" or "PSM" means the designee assigned to manage day to day responsibilities associated with this Contract.

"Primary Prevention" means the approach that strategically incorporates programs, policies, and interventions that occur prior to the onset of a substance use disorder that are intended to prevent or reduce risk for developing substance use disorder(s). Includes

universal, selected, and indicated populations. These strategies are directed at individuals not identified to be in need of treatment. Example: Substance use prevention education for young people.

"Program Income" means gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the federal award during the period of performance.

"Promising Program" means a program that shows favorable outcomes based on statistical analyses or a well-established theory of change, can be implemented with a set of procedures to ensure implementation within Washington state's prevention service delivery system, and shows potential for meeting the "evidence-based" or "research-based" criteria. A promising program could include a program that is evidence-based or research-based for outcomes that are related to, but not directly connected to, a particular funding source priority.

"Proprietary Information" refers to any information which has commercial value and is either: (1) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services; or (2) non-technical information relating to products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, and any other information which is proprietary and confidential. Contractor's Proprietary Information is information owned by Contractor to which Contractor claims a protectable interest under law.

"Protected Health Information" or "PHI" means information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 C.F.R. § 103. 45 C.F.R. §§ 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 C.F.R. § 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 C.F.R. § 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

"RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

"Regular Annual Schedule" means consistent, reliable services with a pattern of implementation intervals throughout the year.

"Regulation" means any federal, state, or local regulation, rule, or ordinance.

"Research-Based Program" (or RBP) means a program that has been tested and can be implemented with a set of procedures to ensure successful replication within Washington state's prevention service delivery system. An RBP has showed favorable effects and no harmful effects with a single randomized and/or statistically controlled evaluation, demonstrates sustained desirable outcomes, or where the weight of the evidence from a

systematic review supports sustained favorable outcomes, similar to the criteria as identified in the term "evidence-based," but does not meet the full criteria for "evidence-based."

"SAMHSA" means the federal Substance Abuse and Mental Health Services Administration.

"Sensitive information" means information that is not specifically protected by law, but should be limited to official use only, and protected against unauthorized access.

"State Opioid Response" or "SOR," "SOR II," or "SOR III" and any further iterations means the federal Substance Abuse and Mental Health Services Administration (SAMHSA) Grant, CFDA number 93.788; Federal Discretionary Funds.

"Statement of Work" or "SOW" means a detailed description of the work activities the Contractor is required to perform under this Contract, including the deliverables and timeline, and is included in the Contract and task orders.

"Student Assistance Prevention Intervention Services Program" or "SAPISP" means the school-based prevention and intervention services as part of CPWI as agreed upon between HCA and Contractor.

"Student Assistance Prevention Intervention Services Program (SAPISP) Data Reporting System" or "wasapisp.com" means the online reporting system used to enter service data for the SAPISP services, or successor. <https://www.wasapisp.com>

"Subaward" means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreements that the pass-through entity considers a contract.

"Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform any duties that give rise to a business requirement to access the Data that is the subject of this Contract.

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

"Substance Abuse Block Grant" or "SABG" or "Substance Use Prevention Treatment and Recovery Services" or "SUPTRS" means federal Substance Abuse Block Grant and/or Substance Use Prevention Treatment and Recovery Services funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA number 93.959; Federal Funds.

"Substance Use Disorder" or "SUD" means the patterns of symptoms caused by using a substance that an individual continues taking despite its negative effects, as defined further by the diagnostic criteria within the DSM-5.

"Substance Use Disorder Prevention" means the "Interventions that occur prior to the onset of a disorder that are intended to prevent or reduce risk for the disorder."

"Substance Use Disorder Prevention and Mental Health Promotion Online Reporting System" or **"Minerva"** or its successor means the management information system maintained by HCA that collects planning, demographic, and prevention service data.

"Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide" means the Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by HCA, located at <https://theathenaforum.org/billing>

"Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. As in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award. See OMB circular a-133 for additional details.

"Successor" means any entity which, through amalgamation, consolidation, or other legal succession, becomes invested with rights and assumes the burdens of the original contractor.

"Task Order" or **"TO"** means an agreement between HCA and Contractor containing a detailed statement of work, and any special terms and conditions for the provision of the services under this Contract, entered into pursuant to this.

"USC" means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at <http://uscode.house.gov/>.

"Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program.

"WAC" means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: <http://app.leg.wa.gov/wac/>.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

The Contractor's expected performance under this Contract includes, but is not limited to, the following:

Knowledge of applicable state and federal laws and regulations pertaining to subject of this Contract;

3.1.1 Use of professional judgment;

3.1.2 Collaboration with HCA staff in Contractor's conduct of the services;

3.1.3 Conformance with HCA directions regarding the delivery of the services;

- 3.1.4 Timely, accurate, and informed communications;
- 3.1.5 Regular completion and updating of project plans, reports, documentation, and communications;
- 3.1.6 Attendance at all required and necessary meetings;
- 3.1.7 Provision of high-quality services; and
- 3.1.8 Ensure services and activities provided by the Contractor or subcontractors are designed and delivered in a culturally competent manner that addresses health disparities with the goal of achieving health equity. Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor's performance is unsatisfactory.

3.2 TERM

- 3.2.1 The initial term of the Contract will commence on July 1, 2023, and continue through June 30, 2025, unless terminated sooner as provided herein.
- 3.2.2 This Contract may be extended by mutually agreed amendment in whatever time increments HCA deems appropriate. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.
- 3.2.3 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

3.3 COMPENSATION AND BILLING

3.3.1 Compensation and Source of Funds

- A. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$930,000.00, including any and all expenses, in accordance with the Awards and Revenues document.
- B. Funding for any additional periods past the initial term are contingent on satisfactory completion of all Contract requirements and continued state and/or federal funding. Contractor may be required to submit an updated Action Plan/Service and Program Staffing and Budget to HCA in order to receive funding for additional terms.
- C. Funding that supports this Contract comes from state and/or federal grant funds, HCA, and the Catalog of Federal Domestic Assistance (CFDA) as listed within the FSI table. Any state or federal funds obligated under this

Contract which are not expended according to the timeline on the Awards and Revenues may not be used or carried forward to any other Contract or time period.

- D. Subrecipients shall only use federal award funds under this Contract to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3.3.2 Awards and Revenues (A&Rs) and Federal Subaward Identification (FSI) Document Incorporated by Reference

- A. HCA has identified a maximum level of consideration for this Contract, which may include one or more funding sources. The Parties agree that the administrative burden of amending the Contract when funding sources and/or amounts change (other than the maximum level of consideration) is substantial. The Parties further agree that all Awards and Revenues (A&Rs) and Federal Subaward Identification (FSI) documents that are issued after the execution of the Contract are hereby fully incorporated by reference into this Contract.
- B. The A&R/FSI document will identify the most current: task order contact, sources of funds available; amount available for expenditure by Task Order; and federal subaward identification of funding by source with the FFATA 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information.
- C. The A&R/FSI Documents will identify funding assigned to each Task Order up to the total maximum consideration. The process for exchange and incorporation of these forms must adhere to the process below:
 - i) HCA will provide to Contractor an updated A&R/FSI Document at least one (1) time per state fiscal year, but may provide updated forms more than one (1) time per state fiscal year.
 - ii) HCA will send forms via email to the Task Order Contract Manager identified on each A&R/FSI document.
 - iii) Contractor must acknowledge receipt of updated forms via email within ten (10) business days.
 - iv) If acknowledgment of receipt of updated forms is not received within ten (10) business days, the HCA Contract Manager will follow up with Contractor until acknowledgement of receipt is received. Contractor's failure to respond with acknowledgement within thirty (30) calendar days may result in loss of funds, unapproved invoices, or delays in payment.

D. Contractor's failure to adhere to the process described above will result in non-incorporation of the A&R/FSI Document in question. In such event, the most recent A&R/FSI Document will remain as the active amount and source of funds supporting the maximum consideration.

3.3.3 HCA reserves the right to reduce the funds awarded in the Contract if the Contractor expenditures are below 60% of expected levels during each fiscal quarter. HCA will review the expenditures quarterly.

3.3.4 Reimbursements

- A. HCA shall reimburse the Contractor only for actual incurred and allowable costs for the services identified in this Contract and in accordance with the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide.
- B. Contractor shall not bill and HCA shall not pay for services performed under this Contract, if Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
- C. Reimbursement requests will not be approved for payment until Contractor is current with all reporting requirements contained in this Contract.
- D. HCA shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
- E. Federal Discretionary Grant and State funds may not be carried forward from year to year, based upon their respective fiscal year noted on the Awards and Revenues.
- F. Reimbursement will only be made in accordance with Awards and Revenue in effect at the time the services were rendered.

3.3.5 Food Costs.

- A. Food costs are generally unallowable during program implementation except within the following parameters:
 - i) Light refreshment costs for training events and meetings lasting two (2) hours or more in duration are allowable. Contractor will ensure that light refreshment costs do not exceed \$3.00 per person, and Contractor will be responsible for all costs over that amount.
 - i) Meals are not allowable costs with discretionary grant funds.
 - ii) Meals may be provided for participant with state and block grant funds only if:
 - a) The training is four (4) hours or more in duration; or
 - b) The program is a recurring, direct service in the family domain, lasting two (2) hours or more in duration and must be approved in the action plan and budget.

- iii) Contractor shall adhere to current state per-diem rates for meals accessible at www.ofm.wa.gov/policy/10.90.htm.
- iv) No more than a total of \$1,500 may be spent on food or light refreshments per CPWI Site and/or CBO contract per year.

3.3.6 State and federal Funding Requirements

The Contractor shall comply with the following:

- A. Comply with all applicable provisions of the Notice of Awards for the discretionary and block grants, and any other federal grants noted on the Awards and Revenues;
- B. Comply with RCW 69.50.540 Dedicated Cannabis Account Appropriations;
- C. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by CFDA title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- D. Maintain internal controls that provide reasonable assurance that the Subrecipient is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- E. Contractor shall ensure that Charitable Choice Requirements of 42 CFR Part 54 are followed and that Faith-Based Organizations (FBO) are provided opportunities to compete with traditional alcohol/drug use disorder prevention providers for funding;
- F. If Contractor subcontracts with FBOs, Contractor shall require the FBO to meet the requirements of 42 CFR Part 54 as follows:
 - i) Applicants/recipients for/of services shall be provided with a choice of prevention providers.
 - ii) The FBO shall facilitate a referral to an alternative provider within a reasonable time frame when requested by the recipient of services.
 - iii) The FBO shall report to the Contractor all referrals made to alternative providers.
 - iv) The FBO shall provide recipients with a notice of their rights.
 - v) The FBO provides recipients with a summary of services that includes any inherently religious activities. Prepare appropriate financial statements, including a schedule of expenditures of federal awards.
 - vi) Funds received from the federal block grant must be segregated in a manner consistent with federal regulations.
- G. No funds may be expended for religious activities.

3.3.7 Single Source Funding.

- A. Contractor shall comply with the Single Source Funding requirements of stating that a Contractor can use only one (1) source of funds at any given time. Contractors are responsible to ensure all subcontractors also comply with single source funding requirements.
- B. Each cost reimbursement Prevention service provided must be billed only one (1) time through the source selected for funding this expense. At no time may the same expense be billed through more than one (1) funding source

3.4 INVOICE AND PAYMENT

- 3.4.1 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>.
- 3.4.2 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. All fund sources are to be billed for separately as outlined on the A-19 Invoice Voucher. All invoices and deliverables will be approved by the HCA Contract Manager, or designee, prior to payment. Approval will not be unreasonably withheld or delayed.
- 3.4.3 Invoices must be submitted to A-19DBHR@hca.wa.gov with the HCA Contract number in the subject line of the email. The Contractor shall ensure all expenditures for services and activities under the Contract are submitted on the A-19 invoice and have the associated appropriate prevention activity data entry.
 - A. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by HCA. Consideration for services rendered shall be payable upon receipt of properly completed invoices.
 - B. Contractor must include the contract number in the subject line of the email, followed by the Prevention System Naming Convention and cc the Contract Manager or designee when submitting the invoice. Contractor may bill for cost reimbursement for month of service if appropriate prevention activity data is completed.
 - C. Invoices shall not be submitted by the Contractor more often than monthly unless otherwise specified.
- 3.4.4 HCA will return incorrect or incomplete invoices for correction and reissue.
- 3.4.5 HCA will deny incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract.

- 3.4.6 The Contractor must submit invoices for costs due and payable under this contract within forty-five (45) calendar days of the date services were provided or within forty-five (45) calendar days after the Contract expiration date or funding source(s) end date, whichever comes first.
- 3.4.7 HCA is under no obligation to pay any claims that are submitted forty-six (46) or more calendar days after the funding source(s) end date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.
- 3.4.8 Any supplemental billings must be received within thirty (30) calendar days of the billing due date to be considered for payment. No supplemental billings will be accepted after forty-five calendar (45) days of a funding source end date.
- 3.4.9 Payment shall be considered timely if made by HCA within thirty (30) business days after receipt and acceptance by HCA of the properly completed invoices. HCA may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
- 3.4.10 Upon expiration, suspension, or termination of the Contract, invoices for work performed or allowable expenses incurred after the start of the Contract and prior to the date of expiration, suspension, or termination must be submitted by the Contractor within forty-five (45) calendar days. HCA is under no obligation to pay invoices submitted forty-six (46) or more calendar days after the Contract expiration, suspension, or termination date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion.
- 3.4.11 Administrative/indirect costs shall be billed separately from direct prevention services as indicated on the A-19 invoice.
- A. Administrative/indirect costs are defined in Section 1. Definitions.
 - B. The Contractor shall use no more than ten percent (10%) of each fund source allocation for administrative/indirect costs.
 - C. Contractor may bill up to 10% of total costs to admin/indirect by fund source as specified on the A&R however the following also applies:
 - i) Admin/indirect costs must be billed in proportion to direct expenses. Admin/indirect should be charged using the following formula: $\text{Direct costs} / (1 - \text{allowed admin/indirect rate}) = \text{Total costs}$; $\text{Total costs} - \text{Direct costs} = \text{Admin/indirect costs}$.
 - ii) Administrative/indirect costs are to be reconciled at the end of each fund source time period to ensure adherence.
 - iii) Contractor may use less than 10% of the Admin/Indirect allocations provided. If the Contractor chooses to use less than 10% for

Admin/Indirect costs, Contractor shall use any funds remaining of the 10% for direct program implementation costs. Contractor shall indicate adjusted percentage budgeted for Admin/Indirect and direct program costs on Action Plan budget/Service and Program Staffing Plan and Budget for HCA review and approval.

3.5 CONTRACTOR AND HCA CONTRACT MANAGERS

- 3.5.1 The Contract Manager for each of the parties, named on the Cover Page of this Contract, is responsible for, and will be the contact person for, nonformal communications regarding the performance of this Contract.
- A. Management of individual Task Orders is the responsibility of the Contract Managers identified within the A&R/FSI document.
 - B. Should an issue arise, which cannot be resolved by the Contract Managers identified in the A&R/FSI document, the Contract Managers named on the Cover Page of this Contract may be contacted to assist.
- 3.5.2 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.
- 3.5.3 Either party must notify the other party within thirty (30) calendar days of the change of Contract Managers. Changes may be provided by email to the other party's Contract Manager.

3.6 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

3.6.1 In the case of notice to the Contractor:

Jody L. Jacobsen
1912 W. 18th St.
Port Angeles, WA 99363
Jody.jacobsen@clallamcountywa.gov

3.6.2 In the case of notice to HCA:

Attention: Contracts Administrator
Health Care Authority
Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702
contracts@hca.wa.gov

3.6.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.

3.6.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.7 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

3.7.1 Applicable federal statutes and regulations

3.7.2 The federal statute authorizing the grant program and any other federal statutes directly affecting performance of the award, including the federal Funding Accountability and Transparency Act (FFATA), as applicable)

3.7.3 Federal policy and program requirements

3.7.4 Applicable State of Washington statutes and regulations

3.7.5 State policy and program requirements

3.7.6 Attachment 4, Data Sharing Terms (including the Washington OCIO Security Standard 141.10)

3.7.7 Recitals;

3.7.8 Special Terms and Conditions;

3.7.9 General Terms and Conditions;

3.7.10 Attachment 5: *Federal Compliance, Certifications and Assurances*;

3.7.11 Attachments 1, 2, and 3: Task Orders;

3.7.12 Awards and Revenues and Federal Reporting Subrecipient Tables incorporated by reference;

Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.

3.8.6 Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

3.8.7 If Contractor is self-insured, the Receiving Party certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to HCA upon request.

3.9 PROMOTION AND PREVENTION SERVICES REQUIREMENTS

3.9.1 Media Materials

- A. HCA must be cited as the funding source in news releases, publications, and advertising messages created with HCA funding. The funding source shall be cited as: Washington State Health Care Authority. The HCA logo may also be used in place of the above citation.
- B. Media materials and publications developed with HCA funds, including messaging specifically directed to youth, shall be submitted to the Contract Manager or designee for approval prior to publication. HCA will respond within five (5) business days.
- C. Exceptions: Contractor does not need to submit the following items to Contract Manager or designee:
 - i) Newsletters and fact sheets.
 - ii) News coverage resulting from interviews with reporters. This includes online news coverage.
 - iii) Newspaper editorials or letters to the editor.
 - iv) Posts on Facebook, YouTube, Tumblr, Twitter, Instagram, Snapchat and other social media sites.
 - v) When a statewide media message is developed by HCA, is localized, and if the only change is the local CBO/coalition information and funding source acknowledgment from CBO, coalition or public health entities.
 - vi) When a national prevention media campaign is developed by SAMHSA, is localized, and if the only change is the local CBO/coalition information and funding source acknowledgement from CBO, coalition or public health entities.

3.9.2 Secure Prescription Take-Back and Lock Box project.

Contractors who implement a Secure Prescription Take-Back and/or Lock Box project must ensure the following additional requirements:

- A. The Secure Prescription Take-Back and/or Lock Box project must align with the community needs assessment and will increase local capacity to address prescription drug misuse and abuse by reducing social availability of prescriptions in the community.
- B. Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the Secure Prescription Take-Back and/or Lock Box project as set forth below:
 - i) Enhance community capacity to practice safe disposal of medications by promoting permanent secure drop box in the location where community readiness has been established. (Installation and disposal must follow all DEA rules and all federal and state laws and regulations.)
 - ii) Collaborate with community partners to maintain and/or enhance policies and procedures necessary to maintain a permanent secure medicine take-back drop box.
 - iii) Overtime wages for law enforcement officers and staff as outlined in strategic plan and outside of normal duties and other real costs (including mileage reimbursement) associated with transporting and properly disposing of collected medicines at Environmental Protection Agency (EPA) approved locations may be permitted depending upon source of funds and must be approved by the Contract Manager in advance.
 - iv) Create, utilize and disseminate public education information materials to increase awareness of the secure medicine take-back project, local treatment resources, naloxone information and medical response (Good Samaritan law) cards.
 - v) Disseminate public information including information on local treatment resources, naloxone information and medical response cards and posters. (Print ready materials are available online at www.stopoverdose.org).
 - vi) Utilize publications already available through HCA/DBHR and other websites. (i.e., SAMHSA Opioid Overdose Toolkit, and downloadable/printable materials on www.stopoverdose.org and www.takebackyourmeds.org).
 - vii) Submit locally-developed educational and informational materials to HCA/DBHR for approval at least ten (10) business days prior to publication.
 - viii) Prior to purchasing home medication lock boxes or bags Contractor will submit to HCA/DBHR in writing a plan for the purchase and distribution of home medication storage device including the cost and source of the home storage devices, the number of devices to be purchased, a clear plan for distribution, and method for tracking the use of the devices. Contractor must also demonstrate how the distributed home medication devices will be altered (by engraving, indelible ink, or other means) to have no cash value.

- ix) Contractor is required to maintain records of pre and post surveys for lock box distribution and record in Minerva upon request from HCA/DBHR.

3.10 BACKGROUND CHECKS

- 3.10.1 The Contractor must have criminal background check policies and procedures to include but not limited to ensuring background checks are completed per 3.10.2, how results of background checks are reviewed and considered, and procedures for ensuring forms are stored in secure area.
- 3.10.2 The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.
- 3.10.3 At the request of HCA, Contractor must provide policies and procedures and verification of completed background checks.

3.11 SERVICES AND ACTIVITIES TO DIVERSE POPULATIONS

- 3.11.1 Contractor shall ensure all services and activities provided by Contractor or subcontractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all diverse populations.
- 3.11.2 Contractor shall initiate actions to ensure or improve access, retention, and cultural relevance of prevention or other appropriate services, diverse populations in need of prevention services as identified in their needs assessment.
- 3.11.3 Contractor shall take the initiative to strengthen working relationships with other agencies serving these populations. Contractor shall require its subcontractors to adhere to these requirements.

3.12 CONTINUING EDUCATION

- 3.12.1 Contractor shall ensure that continuing education is provided for employees of any entity providing prevention activities in accordance with 42 U.S.C. § 300x-28(b) and 45 C.F.R. § 96.132(b).

3.13 SINGLE SOURCE FUNDING

- 3.13.1 Contractor must adhere to Single Source Funding, which means Contractor can use only one (1) source of funds at any given time for the same expense. Contractor also must ensure that subcontractors adhere to Single Source Funding.

- 3.13.2 Each cost reimbursement service provided must be billed only one (1) time through the source selected for funding this expense. At no time may the same expense be billed through more than one (1) funding source

3.14 CONTRACTOR MONITORING

HCA will monitor the performance of the Contractor against goals and performance standards as stated in Task Orders 1, 2, and 3 attached to this Contract. Substandard performance as determined by HCA will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by HCA, suspension or termination procedures will be initiated.

3.14.1 Monitoring Activities

The Contractor is required to meet or exceed the monitoring activities, as outlined below. Compliance will be monitored throughout the performance period to assess risk. Concern will be addressed through a Corrective Action Plan (CAP). Monitoring activities may include, but are not limited to:

- A. Review of financial and performance reports;
- B. Monitoring and documenting the completion of Contract deliverables;
- C. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence;
- D. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Contract work plan, budget and federal requirements;
- E. Observation and documentation of Contract-related activities, such as trainings and events;
- F. On-site visits or desk audits to review records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

3.14.2 Remedial Action

HCA may initiate remedial action if HCA determines any of the following situations exists:

- A. A problem exists that negatively impacts individuals receiving services under this Contract;
- B. The Contractor has failed to perform any of the requirements or services required under this Contract;
- C. The Contractor has failed to develop, produce, and/or deliver to HCA any of the statements, reports, data, data corrections, accountings, claims, and/or documentation required under this Contracts;
- D. The Contractor has failed to perform any administrative functions required under this Contract, where administrative function is defined as any obligation other than the actual provision of behavioral health services;
- E. The Contractor has failed to implement corrective action required by HCA within prescribed timeframes.

3.14.3 Corrective Action Plans

HCA may require the Contractor to develop a Corrective Action Plan (CAP), which must be submitted for approval to HCA within fifteen (15) calendar days of notification unless otherwise specified. CAPs may require modification to any policies or procedures by the Contractor relating to fulfillment of its obligations pursuant to this Contract. HCA, at its sole discretion, may extend or reduce the time allowed for corrective action depending upon the nature of the situation.

- A. CAPs must at a minimum include:
 - i) A brief description of the finding(s), including all relevant information specific to the issue(s);
 - ii) Specific actions taken and to be taken by the Contractor, including a timetable and a description of the monitoring to be performed.
- B. CAPs are subject to approval by HCA. HCA may:
 - i) Accept the plan as submitted;
 - ii) Accept the plan with specified modifications;
 - iii) Request a modified plan;
 - iv) Reject the plan.

3.14.4 Extension to Deliverables

- A. The Contractor must request prior written approval from the HCA Contract Manager to waive or extend a due date identified in Task Order 1, 2, or 3 attached to this Contract, once approved, submit those deliverables and the associated costs on the next scheduled reimbursement due date.
- B. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements,

and the terms and conditions of the Contract and may increase required monitoring activities.

- C. Any request for a waiver or extension of a due date identified in any Task Order will be treated as a request for an Amendment of the Contract. This request must be submitted to the HCA Contract Manager sufficiently in advance of the due date to provide adequate time for HCA to review and consideration and may be granted or denied within HCA's sole discretion.

3.15 SUBCONTRACTING

The Contractor is responsible to ensure that terms and conditions of this contract are met when subcontracting for services. At HCA's request, Contractor shall provide documentation of any or all subcontractor related documentation including but not limited to subcontracts and subcontractor monitoring.

3.15.1 Subcontract Review and Approval

- A. The Contractor shall obtain prior approval from HCA before entering into any subcontracting arrangement.
- B. In addition, the Contractor shall submit to HCA's Contract Manager at least one of the following for review within thirty (30) business days of the intended start date of the subcontract:
 - i) Copy of the proposed subcontract;
 - ii) Copy of the Contractor's standard contract template; or
 - iii) Certify in writing that the subcontractor meets all requirements under the Contract and that the subcontract contains all required language under the Contract, including any data security, confidentiality and/or Business Associate language, as appropriate.

3.15.2 Subcontract Language

It is the Contractor's sole responsibility to ensure that its subcontractors performing services under this Contract are meeting the requirements below and as otherwise outlined in this Contract when providing services to patients, clients, or persons seeking assistance, which include but are not limited to:

- A. Subcontractor's identifying information, including UEI number and Zip code +4 of subcontractor.
- B. Applicable definitions.
- C. Identification of purpose and term of subcontract

- D. Federal and state laws as applicable:
 - i) This includes, but is not limited to, 45 C.F.R. Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, if applicable to the subcontractor.
- E. Subrecipient requirements as applicable.
- F. Identification of funding sources and associated funding requirements.
- G. Determination of eligible clients.
- H. Compensation and billing arrangement in compliance with this Contract and the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide (see definitions for more information).
- I. Termination and contract closeout language as applicable to include:
 - i) That termination of a subcontract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the county; and
 - ii) What actions the Subrecipient will take in the event of a termination of a subcontractor to ensure all prevention data on services provided have been entered into Minerva and/or SAPISP data reporting system
- J. How service recipients will be informed of their right to a grievance in the case of:
 - i) Denial or termination of service; or
 - ii) Failure to act upon a request for services with reasonable promptness.
- K. Statement of work and/or identification of deliverables and plan for monitoring.
- L. Identification of data entry into Minerva and/or SAPISP data reporting system, as applicable.
- M. Authorization for Contractor to conduct an inspection of any and all subcontractor facilities where services are performed, including for contract monitoring activities:
 - i) Requirement that subcontractors will perform background checks on its employees and independent contractors used to perform the services.
- N. FBO requirements, if applicable.
- O. Insurance requirements.
- P. Debarment and suspension certification.
- Q. Protection of confidential Information and restrictions on the providing and sharing of data.

- R. Federal compliance, certifications, and assurances as applicable.
- S. SAMHSA award terms as applicable; and
- T. Identifying unallowable uses of federal funds if applicable.

3.15.3 On-Site Monitoring

The Contractor shall:

- A. Conduct a subcontractor review which shall include at least one (1) on-site visit, annually, to each subcontractor site providing services to monitor fiscal and programmatic compliance with subcontract performance criteria for the purpose of documenting that the subcontractors are fulfilling the requirements of the subcontract unless otherwise specified.
- B. Submit written documentation of each on-site visit within thirty (30) calendar days upon completion to HCA's Contract Manager or designee. A copy of the full report shall be kept on file by the Contractor.

3.15.4 Service Data Monitoring

Contractor shall ensure that Subcontractors have entered services funded under this Contract in Minerva and/or SAPISP data reporting system.

- A. Ensure accurate and unduplicated reporting. Contractor may not require Subcontractor to enter duplicate prevention service data that is entered into SAPISP data reporting system.
- B. Ensure proper training of staff and designated back-up staff for Minerva and/or SAPISP reporting systems data entry to meet report due dates.

3.15.5 Additional Monitoring Activities

The Contractor shall maintain records of additional monitoring activities in the Contractor's subcontractor file and make them available to HCA upon request including any audit and any independent documentation.

3.16 CONTRACT CLOSEOUT

3.16.1 Upon termination or lapse of this Contract in whole or in part for any reason, including completion of the project, the following provisions may apply:

- A. Upon written request by Contractor, HCA may make or arrange for payments to Contractor of allowable reimbursable costs not covered by previous payments.
- B. Disposition of program assets (including the return and/or transfer of all unused materials, equipment, unspent cash advances, and program income

balances) to include creating an inventory list of all property purchased or furnished by HCA for use by Contractor during performance of this Contract.

- C. Contractor shall submit within thirty (30) calendar days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract, and in addition, will cooperate in a program audit by HCA or its designee as requested; and
- D. Closeout of funds will not occur unless all requirements of the Contract's associated state and federal funds are met and all outstanding issues with Contractor have been resolved to the satisfaction of HCA.

3.16.2 Contractor's obligation to HCA shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that Contractor has control of the Contract's associated state and federal funds, including program income.

3.17 FEES/LICENSES

Contractor shall pay for and maintain in a current status any license fees, assessments, permit changes, or similar charges which are necessary for Contract performance. It is the Contractor's sole responsibility to monitor and determine any changes of the enactment of any subsequent regulations for said fees, assessments or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

3.18 ANTITRUST ASSIGNMENT

The Contractor hereby assigns to the State of Washington any and all of its claims for price fixing or overcharges which arise under the antitrust laws of the United States, or the antitrust laws of the State of Washington, relating to the goods, products or services obtained under this Contract.

3.19 FRAUD AND ABUSE REQUIREMENTS

3.19.1 The Contractor shall report in writing all verified cases of fraud and abuse, including fraud and abuse by the Contractor's employees and/or subcontractors, within five (5) business days, to the HCA Contract Manager. The report shall include the following information:

- A. Subject(s) of complaint by name and either provider/subcontractor type or employee position;
- B. Source of complaint by name and provider/subcontractor type or employee position;
- C. Nature of complaint;
- D. Estimate of the amount of funds involved; and
- E. Legal and administrative disposition of case.

3.20 HEALTH AND SAFETY

Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any HCA client with whom the Contractor has contact.

4. GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

In compliance with RCW 39.26.180(2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement. Contractor shall provide the data at no additional cost to HCA or the recipient. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

4.2 ACCESSIBILITY

4.2.1 REQUIREMENTS AND STANDARDS. Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable federal and state laws and policies, including OCIO Policy 188, *et seq.* For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable federal and state laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.

4.2.2 DOCUMENTATION. Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.

4.2.3 REMEDIATION. If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1 and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or

repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.

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

4.2.5 INDEMNIFICATION. Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

4.3 ADVANCE PAYMENT PROHIBITED

HCA shall not make any advance payment for services furnished by the Contractor pursuant to this Contract.

4.4 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4.5 ASSIGNMENT

4.5.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.35, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.5.1 of the Contract will be null and void.

4.5.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

4.5.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.6 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

4.7 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

4.8 CONFLICT OF INTEREST

Contractor represents and warrants that it has not undertaken and will not undertake any work with third parties that will conflict with the work Contractor is performing for HCA under this Contract. In case of doubt, before commencing such activities, Contractor shall review areas of possible conflict with HCA and obtain HCA's approval prior to commencing such activities.

4.9 CONFORMANCE

If any provision of this Contract is in conflict with or 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.

4.10 COVERED INFORMATION PROTECTION

4.10.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of HCA Proprietary Information or Confidential Information. For the purposes of this section, HCA Proprietary Information and Confidential Information are together referred to as Covered Information.

4.10.2 Nondisclosure and Non-Use Obligations. In the event of Disclosure of Covered Information to Contractor by HCA, Contractor agrees to: (1) hold Covered Information in strictest confidence and to take all reasonable precautions to protect such Covered Information (including, without limitation, all precautions the Contractor employs with respect to its own confidential materials); (2) not disclose any such Covered Information or any other information derived therefrom to any third party; (3) not make use of Covered Information for any purpose other than the performance of this Contract; (4) release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract; and (5) not release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law.

- 4.10.3 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA), and applicable regulations.
- 4.10.4 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.10.5 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.11 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

4.12 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

4.13 DEBARMENT

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all Subcontracts into which

it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

4.14 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

4.14.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

4.14.2 A party's request for a dispute resolution must:

- A. Be in writing;
- B. Include a written description of the dispute;
- C. State the relative positions of the parties and the remedy sought; and
- D. State the Contract Number and the names and contact information for the parties.

4.14.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

4.15 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all

letters of intent, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.44, *Warranties*.

4.16 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

4.17 FUNDING WITHDRAWN, REDUCED, OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

- 4.17.1 Terminate this Contract pursuant to Section 4.39.3, *Termination for Non-Allocation of Funds*;
- 4.17.2 Renegotiate the Contract under the revised funding conditions; or
- 4.17.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.
 - A. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - B. When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - C. If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be

liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

4.18 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

4.19 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy **and** constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and **other** penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

4.20 INDEMNIFICATION

Contractor **must** defend, indemnify, and save HCA harmless from and against all claims, including **reasonable** attorneys' fees resulting from such claims and breach of confidentiality **obligations** as contained herein, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, **employee**s, or agents, in the performance of this Contract.

4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold itself out as or claim to be an officer or employee of HCA or of the State of Washington by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

4.22 LEGAL AND REGULATORY COMPLIANCE

4.22.1 During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.

4.22.2 While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.

4.22.3 Failure to comply with any provisions of this section may result in Contract termination.

4.23 LIMITATION OF AUTHORITY

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

4.24 NO THIRD-PARTY BENEFICIARIES

HCA and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

4.25 NONDISCRIMINATION

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 C.F.R. Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

4.26 OVERPAYMENTS TO THE CONTRACTOR

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.14, *Disputes*.

4.27 PAY EQUITY

4.27.1 Contractor represents and warrants that, as required by Washington state law 2023 (Engrossed Senate Bill 5187, Sec 919), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals

are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

- 4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 4.27.3 "Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 4.27.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

4.28 PUBLICITY

- 4.28.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.
- 4.28.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA's name is mentioned, language is used, or Internet links are provided from which the connection of HCA's name with Contractor's Services may, in HCA's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

4.29 RECORDS AND DOCUMENT REVIEW

- 4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of

which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 C.F.R. 431, Subpart Q; and 42 C.F.R. 447.202].

- 4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- 4.29.3 If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.30 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive but are in addition to all other remedies available under law.

4.31 RIGHT OF INSPECTION

The Contractor must provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

4.32 RIGHTS IN DATA/OWNERSHIP

- 4.32.1 HCA and Contractor agree that all data and work products produced pursuant to this Contract (collectively "Work Product") will be considered a "*work made for hire*" as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- 4.32.2 If for any reason the Work Product would not be considered a "*work made for hire*" under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any

registrations and copyright applications relating thereto and any renewals and extensions thereof.

- 4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.
- 4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.32.5 Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

4.33 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

4.34 SITE SECURITY

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

4.35 SUBCONTRACTING

- 4.35.1 Neither Contractor, nor any Subcontractors, may enter into Subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.
- 4.35.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.
- 4.35.3 If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- 4.35.4 The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.
- 4.35.5 HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

4.36 SUBRECIPIENT

4.36.1 General

If the Contractor is a subrecipient (as defined in 45 C.F.R. § 75.2 and 2 C.F.R. § 200.93) of federal awards, then the Contractor, in accordance with 2 C.F.R. § 200, Subpart F and 45 C.F.R. § 75., Subpart F, shall:

- A. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- B. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- C. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

- D. Incorporate 2 C.F.R. 200, Subpart F and 45 C.F.R. 75 Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- E. Comply with any future amendments to 2 C.F.R. 200 Subpart F and 45 C.F.R. § 75 Subpart F and any successor or replacement Circular or regulation;
- F. Comply with the applicable requirements of 2 C.F.R. 200 Subpart F and 45 C.F.R. 75. Subpart F and any future amendments to 2 C.F.R. 200. Subpart F 1 and 45 C.F.R. 75 Subpart F, and any successor or replacement Circular or regulation; and
- G. Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <http://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned federal laws and regulations.)

4.36.2 Single Audit Act Compliance

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor will:

- A. Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 C.F.R. 200, Subpart F and 45 C.F.R. 75. Subpart F , reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- B. Follow-up and develop corrective action for all audit findings; in accordance with 2 C.F.R. 200, Subpart F and 45 C.F.R. 75, Subpart F prepare a "Summary Schedule of Prior Audit Findings."

4.36.3 Overpayments

If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any Program Agreement, Contractor will refund the full amount to HCA as provided in Section 4.26, *Overpayments to Contractors*.

4.37 SURVIVAL

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

will survive. In addition, the terms of the sections titled *Covered Information Protection*, *Contractor's Proprietary Information*, *Disputes*, *Overpayments to Contractor*, *Publicity*, *Records and Documents Review*, *Rights in Data/Ownership*, and *Legal and Regulatory Compliance* and all clauses identified in Attachment 4, *Data Sharing Terms*, Subsection 13, *Survival*, will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

4.38 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes, including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

4.39 TERMINATION

4.39.1 Termination for Default

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within ten (10) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

In the event of termination for default, Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

4.39.2 Termination for Convenience

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing thirty (30) calendar days'

written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.3 Termination for Nonallocation of Funds

If funds are not allocated to continue this Contract in any future period, HCA may terminate this Contract by providing fifteen (15) days written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.4 Termination for Withdrawal of Authority

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.5 Termination for Conflict of Interest

HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

4.40 TERMINATION PROCEDURES

- 4.40.1 Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

4.40.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.14, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.

4.40.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:

- A. Stop work under the Contract on the date of, and to the extent specified in, the notice;
- B. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;
- E. Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
- F. Complete performance of any part of the work that was not terminated by HCA; and
- G. Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

4.41 TRANSITION OBLIGATIONS

Contractor must provide for reasonable transition assistance requested by HCA to allow for the expired or terminated Contract, in whole or in part, to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to HCA or its

designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

4.42 TREATMENT OF ASSETS

4.42.1 Ownership

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

4.42.2 Use of Property

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

4.42.3 Damage to Property

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

4.42.4 Notice of Damage

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

4.42.5 Surrender of Property

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

4.43 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

4.44 WARRANTIES

- 4.44.1 Contractor represents and warrants that its services will be of professional quality and will be rendered in accordance with prevailing professional standards and ethics. Services performed by Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill standard to the industry. Contractor agrees to immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.
- 4.44.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 4.44.3 EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.44.4 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

ATTACHMENT 1: TASK ORDER #01 – CPWI COMMUNITY

Community Prevention and Wellness Initiative – Community Prevention Services

1. Purpose

The purpose of this Task Order is to implement Community Prevention and Wellness Initiative – Community Prevention Services in order to increase capacity to implement direct and environmental substance use disorder prevention services in high need communities to implement identified evidence-based practices and programs to prevent and reduce the misuse and abuse of alcohol, tobacco, cannabis, opioids, and/or other drugs.

2. Term

The initial term of this Task Order begins July 1, 2023, and ends June 30, 2025, unless terminated sooner as provided herein; work performed prior to the Effective Date will be at the sole risk of Contractor. This Task Order may be extended in whatever time increments HCA deems appropriate.

This Task Order shall be in effect only when funding is included in the Awards and Revenues document incorporated by reference.

3. Contacts

As designated on the A&R/FSI document for Contract Manager information related to this task order.

4. Statement of Work

Contractor shall ensure services, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below in this section.

Prevention programs and services include, but are not limited to:

4.1 Coordination of Prevention Services.

Contractor shall ensure:

4.1.1 The provision of CPWI services in accordance with the CPWI Community Coalition Guide located on the Athena Forum website <https://www.theathenaforum.org/cpwi-community-coalition-guide> which outlines the minimal standards to participate in the CPWI. Contractor shall plan to reach the ideal benchmarks related to the community coalition's efforts and staffing to include:

- A. Hire or identify a minimum of a 0.5 FTE staff member to serve as the qualified Community Coalition Coordinator upon contract execution. Full-time employment (1.0 FTE) for the Community Coalition Coordinator is allowable and strongly recommended in order to meet the scope of the

project. Coalitions may request an exception to this requirement if they can demonstrate quality ongoing coordination and service delivery. Any exceptions to the minimum must be submitted in writing at least thirty (30) days prior to the start of the position and will only be considered if the Contractor and community are in-compliance and able to demonstrate they are achieving the benchmarks as outlined in the CPWI Guide.

- i) Ensure Community Coalition Coordinator(s) meet required position qualifications and workstation requirements found in the CPWI Community Coalition Guide.
- ii) Confirm an office space in the designated community for the Community Coalition Coordinator.
- iii) Contractor shall submit a completed Community Coalition Coordinator Qualification Checklist to Contract Manager or designee for review. HCA shall review and respond within five (5) business days.

A. Ensure Community Coalition Coordinators are Certified Prevention Professionals (CPP).

- i) Ensure currently certified Community Coalition Coordinator(s) maintain CPP credential status, and
- ii) Ensure Certified Prevention Professional (CPP) certification within eighteen (18) months of new Community Coalition Coordinator start date.
- iii) HCA reserves the right to require Contractor to develop a Community Coalition Coordinator training plan if candidate does not meet required qualifications.

4.1.2 Contractor shall ensure that a regular annual schedule of direct prevention services for public dissemination is established.

- A. Regular annual schedule shall take into account items including, but not limited to: implementation times that maximize participation and service outcomes, local needs and gaps; leveraged resources, and other locally identified factors that influence service delivery throughout the year.
- B. Regular annual schedule and community dissemination plan shall be identified as part of the CPWI Action Plan and Budget Update and submitted to Contract Manager or designee for HCA review annually in accordance with the timeline in the CPWI Community Coalition Guide.

4.1.3 Submit an annual Action Plan and Budget with projected expenditures, including salary and benefits for HCA funded prevention staff, program costs, training and travel to the Contract Manager or designee, according to the CPWI Community Coalition Guide or within thirty (30) business days upon request. A template will be provided at least thirty (30) business days prior to the due date, unless

otherwise specified. Updated Action Plan and Budget is due by June 15 of each year that this Contract is active, unless otherwise specified in writing from HCA.

- 4.1.4 Budget adjustments that are ten percent (10%) or more of the total of the approved Contractor and/or CPWI coalition budget shall submit a budget revision for approval to Contract Manager or designee at least fifteen (15) business days prior to expending adjusted budget items. Approval must be granted prior to expending funds.
- 4.1.5 Enter approved programs, based on the priorities, goals, and objectives described in the approved Strategic Plan, into Minerva within thirty (30) business days of initial Action Plan approval and any subsequent updates, or as directed by PSM.
- 4.1.6 Ensure that overall sixty percent (60%) of programs supported by HCA funds will be replications or approved adaptations of "Evidence-based Practice" substance abuse prevention programs as identified in the list provided by DBHR at <https://theathenaforum.org/EBP>. Additionally, Contractors must follow funding specific requirements as outlined below:
 - A. For cohorts who receive SOR, OASA, and/or DCA funds, use the associated EBP/RBP/PP list at <https://theathenaforum.org/EBP> and implement at least one (1) evidence/research-based direct service program or strategy from the list.
 - i) Once one (1) or more evidence/research based direct service program or strategy is selected, Contractor may select additional promising program(s) from the list or use the funding to support other costs to include training and/or coalition coordinator costs.
 - B. Coalitions who receive SOR and OASA funding are also required to implement the Starts with One opioid prevention campaign and participate in the National Drug Take Back Days in October and April, according to the Drug Enforcement Agency (DEA) guidelines, recommendations, and regulations.
https://www.deadiversion.usdoj.gov/drug_disposal/takeback/poc.htm.
- 4.1.7 Ensure that all of the programs, including any approved innovative programs, supported by HCA meet the Center for Substance Abuse Prevention's CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website: www.TheAthenaForum.org/CSAPprinciples.
- 4.1.8 Contractor is encouraged to collaborate and partner with community-based organizations that operate within or serve the CPWI community.
- 4.1.9 If funding permits Contractor to provide Community Based Coordination services in addition to meeting CPWI requirements, (i.e., Counties with communities that each have at least \$130,000 per community of DBHR funding budgeted for CPWI implementation, annually) services may be provided at the county or regional level. Services shall reflect work of Contractor staff coordinating, organizing,

building capacity, and providing education and information related to prevention initiatives at the county level with a goal to expand CPWI communities.

- 4.1.10 If applicable to Contractor, develop plan for services listed above and submit to Contract Manager or designee for review and approval within sixty (60) business days of expected implementation.

4.2 Prevention Training

4.2.1 Required Training in CPWI

Contractor Manager for this Task Order as identified in the A&R/FSI document and primary fiscal staff or their designee(s) shall attend an annual contractor training or meeting that will be scheduled for a minimum of four (4) hours in duration. Date and location will be announced by DBHR at least thirty (30) business days prior to the training.

Contractor shall participate in all required training events identified by HCA and listed in the CPWI Community Coalition Guide.

4.2.2 Non-Required Training in CPWI

- A. In the absence of trainings identified in the approved strategic plan and Budget/Action Plan, all additional (non-required) training paid for by HCA shall be approved by Contract Manager or designee prior to training and meet the approved goals and objectives in approved Strategic Plan and Budget/Action Plan.
- B. Contractor shall ensure any requests for training in addition to the approved training in the Strategic plan and Budget/Action Plan are requested in writing and sent directly to the Contract Manager or designee, a minimum of ten (10) business days before the date of the proposed training. Trainings shall relate to one (1) of the following four (4) categories:
 - i) Coalition building and/or community organization.
 - ii) Capacity building regarding prevention theory and practice.
 - iii) Capacity building for Evidence-based Practice and environmental strategy implementation, related to the goals and objectives of the coalition's approved strategic plan and Budget/Action Plan.
 - iv) Capacity building in non-CPWI communities to expand CPWI efforts and meets overall goals and objectives of CPWI may be approved by Contract Manager or designee upon request.
- C. Contractor shall ensure training paid for by HCA that requires travel follows state travel reimbursement guidelines and rates accessible at www.ofm.wa.gov/policy/10.90.htm.
- D. Contractor shall bill for training events on an A-19 invoice template per billing code according to the Substance Use Disorder and Mental Health

Promotion Services Billing Guide and record training events in the HCA Substance Use Disorder Prevention and Mental Health Promotion Online Reporting Systems or Minerva in accordance with the monthly reporting requirements described in Prevention Report Schedule/Due Dates.

4.3 Reporting Requirements

4.3.1 Prevention Reporting Requirements

Contractor shall report on all requirements as identified in the HCA Substance Use Disorder Prevention and Mental Health Promotion Online Reporting System or Minerva. HCA reserves the right to add reporting requirements based on requirements of funding source(s).

4.3.2 Prevention Activity Data Reports

Contractor shall:

- A. Ensure that monthly prevention activities are reported in Minerva in accordance with the requirements and timelines set forth.
- B. Ensure accurate and unduplicated reporting.
- C. Ensure proper training of staff and designated staff for back-up Minerva data entry to meet report due dates.
- D. If special circumstances arise and Contractor is unable to enter the data by the reporting deadline(s), Contractor shall ensure any requests for extensions to reporting deadlines are requested in writing and sent directly to the PSM via email five (5) business days before the report due date.
- E. The maximum extension request permitted is ten (10) business days.
- F. Monthly invoices submitted with active data entry extensions will be denied and may be re-submitted by Contractor once data for the month(s) in question is complete.
- G. Contractors with three (3) or more consecutive months of data entry extensions or late reporting or four (4) or more program data entry extensions or late reporting within a six (6) month period shall be required to submit a Corrective Action Plan to HCA.
- H. Extensions granted due to Minerva technical issues will be excluded from this count.
- I. Ensure all required demographic information is provided for individual participant; population reach; aggregate; and mentoring or 1-to-1 services in Minerva.
- J. Report Community Coalition Coordination Staff Hours in Minerva for each month of the calendar year.

- K. Complete prevention reporting, according to the Schedule/Due Dates below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
Annually	Enter programs listed on approved Strategic Action Plan by HCA into Minerva.	Within 30 business days of Strategic Action Plan approval	Minerva
Monthly	Prevention activity data input for all active services including community coalition coordination staff hours and efforts, services, participant information, training, evaluation tools and assessments.	15 th of each month for activities from the previous month	Minerva
Quarterly	CPWI Quarterly Reporting.	October 15 January 15 April 15 July 15	Minerva
As requested	GPRA Measures.	As requested	Minerva
As requested	As required by SAMHSA.	As requested	Minerva or as required

4.3.3 Outcome Measures

- A. Contractor shall report on all required evaluation tools identified in Minerva that measure primary program objective.
- i) Pre/Post test are required for all recurring direct service programs.
 - ii) The Coalition Assessment Tool is required to be completed by coalition members.
 - iii) Specific surveys for Information Dissemination or Environmental strategies/programs based on specific program to be determined and approved in Action Plan.

- B. Special situations and exceptions regarding evaluation tools identified in Minerva include, but are not limited to, the following:
- i) Contractor may negotiate with the HCA to reduce multiple administrations of surveys to individual participants. Contractor shall submit for exception in writing to the HCA Contract Manager or designee.
 - ii) Participants in recurring program groups in which the majority of participants are younger than ten (10) years old on the date of that group's first service.

4.3.4 Performance Work Statement/Evaluation.

- A. Contractor shall ensure program results show positive outcomes for at least half of the participants in each program group as determined by Cohorts/Campaigns with individual participant sessions.
- i) "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program measurable objective between pre and post-tests.
 - ii) Positive outcomes will be determined using the pre-test and post-test data reported in Minerva.
 - iii) Evaluation of Minerva data will occur on the 15th of the month following the final date of service for each group.
- B. HCA shall use the following protocol for evaluation:
- i) Matched pre-test and post-test pairs will be used in the analysis.
 - ii) To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests.
 - iii) If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.
 - iv) Example: there are ten (10) pre-tests and seven (7) post-tests. The denominator would be eight (8) and the maximum numerator would be seven (7).
- C. Different groups, as determined by Cohorts/Campaigns, receiving the same program will be clustered by school district.
- i) In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.
 - ii) The results of one (1) provider in a given school district will not impact another provider in the same district.
 - a) In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the measurable objective linked to the program in Minerva will be used.

- b) Results for groups, as determined by Cohorts/Campaigns, with services that span two (2) contracting periods will be analyzed in the contracting period that the post-test was administered.
 - iii) If fewer than half of the participants in a group, as determined by Cohorts/Campaigns within a given school district, report positive change in the intended outcome:
 - a) Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the Contract Manager or designee or designee within forty-five (45) calendar days of notice by HCA.
 - b) Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by Contractor Manager or designee or their designee.
 - c) If a second group, as determined by Cohort/Campaigns, within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:
 - i. In cases where there is no active non-compliant program, Contractor shall discontinue implementation of that program within the specified geography.
 - ii. In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups, as determined by Cohorts/Campaigns, will be allowed to complete the expected number of sessions. No new groups, as determined by Cohorts/Campaigns, will be started.
 - iii. Following the conclusion of all groups, as determined by Cohorts/Campaigns, completing the program, results will be reviewed for those groups.
 - d) If the results do not show positive change for each group, as determined by Cohorts/Campaigns, Contractor shall take the following action:
 - i. In cases where the program is being delivered by a single provider in the specified geography, Contractor shall discontinue implementation of that program in the specified geography.
 - ii. In cases where the program is being delivered by multiple providers in the specified geography, Contractor shall discontinue implementation of that program by the underperforming provider in the specified geography.
 - iv) A program that resulted in the need for a Performance Improvement Plan and Plan during the former Contract period will not carry that

record forward into the new Contract period. Implement and monitor prevention programs and reporting to assure compliance with these guidelines.

ATTACHMENT 2: TASK ORDER #02 – CPWI SCHOOL

Community Prevention and Wellness Initiative - School-Based Services

1. Purpose

The purpose of this Task Order is to implement the Community Prevention and Wellness Initiative - Student Assistance Prevention Intervention Services Program services to support prevention and intervention services in schools within high-need communities in order to prevent and reduce the misuse and abuse of alcohol, tobacco, cannabis, opioids, and/or other drugs.

2. Term

The initial term of this Task Order begins July 1, 2023, and ending June 30, 2025, unless terminated sooner as provided herein; work performed prior to the Effective Date will be at the sole risk of Contractor. This Task Order may be extended in whatever time increments HCA deems appropriate.

This Task Order shall be in effect only when funding is included in the Awards and Revenue incorporated by reference.

3. Contacts

As designated on the A&R/FSI document for Contract Manager information related to this task order.

4. Statement of Work

Contractor shall ensure services, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below in this section.

Prevention programs and services include, but are not limited to:

4.1 Coordination of Prevention Services.

4.1.1 Contractor shall ensure the provision of SAPISP services in accordance with the Project SUCCESS program and in alignment with the CPWI Community Coalition Guide located on the Athena Forum website <https://www.theathenaforum.org/cpwi-community-coalition-guide> which outlines the minimal standards to participate in the CPWI. Contractor shall plan to reach the ideal benchmarks related to the role of the Educational Service District (ESD) and Student Assistance Professional (SAP) to include:

- A. Hire or identify a minimum of one full-time (1.0 FTE) staff member to serve as the qualified Student Assistance professional in each identified CPWI community upon contract execution.
 - i) Contractor shall notify HCA/DBHR of staff vacancies, transitions and new hires within 5 business days of changes.

- ii) Training is provided to new SAPISP staff. Training plan for new SAPISP staff is to be submitted to Contract Manager within 30 days of hire using the SAPISP Training Plan. The SAPISP Training Plan will address at least the following:
 - a) Project SUCCESS (Schools Using Coordinated Community Efforts to Strengthen Students)
 - b) If the SAPISP staff is hired during a period where there is no scheduled Project SUCCESS training, the ESD will either deliver the training themselves or arrange for the training to be delivered by a qualified individual.
 - c) Prevention activities (including Prevention Education series preparation)
 - d) Confidentiality requirements and practices
 - e) Intake procedures
 - f) Screening with the Global Appraisal of Individual Needs Short Screener (GAINS-SS)
 - g) Group counseling strategies
 - h) Referral procedures and practices
 - i) Data collection procedures
 - j) Pre-post evaluation protocols
 - k) Record-keeping practices
 - l) Prevention-best practices – including prevention science and community organizing
 - m) Establishing the program and relationships in the school.
- B. **Ensure implementation of Project SUCCESS programming for schools receiving services as part of CPWI. Adaptations to Project SUCCESS shall be agreed upon by HCA and ESD.**
 - i) The ESD must submit the request in writing 30 calendar days before implementation of adaptation.
- C. **Contractor shall ensure that a regular annual schedule of direct prevention and intervention services are provided to include:**
 - i) Submitting a Service and Program Staffing Plan and Budget using the template mutually agreed upon by HCA and the ESDs by July 5 prior to each school year to include:
 - a) Location of service and relevant description.
 - b) School(s) being served.
 - c) Name of the SAP and known credentials.
 - d) Anticipate start date of SAP services.

- e) Funds source by SAP.
 - f) A workforce retention plan with strategies and activities to achieve the primary goal of increasing recruitment and retention of SAPs.
 - g) Identifying the program(s) that each DCA funded SAP is implementing to ensure implementation of a school-based EBP/RBP from the DCA funded program list for any SAP funded by DCA.
 - h) Confirmation of match. Contractor is responsible to secure and utilize local matching funds from Local School Districts or other organizations in the amount of twenty percent (20%) as required match of the staff salary and benefits costs of each the SAP position, to ensure a minimum of a 1.0 FTE SAP is placed in the middle and/or high school in each identified CPWI community.
- ii) Submitting a Service and Program Staffing Plan and Budget using the template mutually agreed upon by HCA and the ESDs by July 5 for the school year starting September of the same year to include:
 - a) Location of service and relevant description.
 - b) School(s) being served.
 - c) Name of the SAP and known credentials.
 - d) Anticipate start date of SAP services.
 - e) Funds source by SAP.
 - f) A workforce retention plan with strategies and activities to achieve the primary goal of increasing recruitment and retention of SAPs.
 - g) Identifying the program(s) that each DCA funded SAP is implementing to ensure implementation of a school-based EBP/RBP from the DCA funded program list for any SAP funded by DCA.
 - h) Confirmation of match. Contractor is responsible to secure local matching funds from Local School Districts or organizations in the amount of twenty percent (20%) as required match of the staff salary and benefits costs of each the SAP position, to ensure a minimum of a 1.0 FTE SAP is placed in the middle and/or high school in each identified CPWI community.
- iii) Ensure the use of the GAINS-SS to screen and refer students. Screening results will be entered into SAPISP data reporting system.
- iv) Contractor will monitor each site receiving SAPISP using a review protocol. Documentation of onsite program monitoring will be submitted to HCA within 30 days of completion of visit.

- v) Contractor will host at least one site visit with HCA staff every two years. Additional site visits may be scheduled at the discretion of HCA or the ESD

- D. Contractor shall ensure that the Healthy Youth Survey is administered by the school district/high school attendance area of each identified CPWI site.

4.2 Prevention Training

4.2.1 Required Training

- A. Contractor Manager for this Task Order as identified in the A&R/FSI document and primary fiscal staff or their designee(s) shall attend an annual Contractor training or meeting that will be scheduled for a minimum of four (4) hours in duration. Date and location will be announced by DBHR at least thirty (30) business days prior to the training.
- B. Contractor shall participate in all required training events identified by HCA and/or listed in the CPWI Community Coalition Guide including:
 - i) Learning Community Meetings.
 - ii) Prevention Provider Meeting in the fall.
 - iii) Day one of the summer Coalition Leadership Institute.
 - iv) Monthly Contractor calls.

4.2.2 Non-Required Training in CPWI/SAPISP

- A. In the absence of trainings identified within the Statement of Work or approved Service and Program Staffing Plan and Budget, all additional (non- required) training paid for by HCA shall be approved by Contract Manager or designee prior to training and meet the approved goals and objectives of the specified fund source.
- B. Contractor shall ensure training paid for by HCA that requires travel follows state travel reimbursement guidelines and rates accessible at www.ofm.wa.gov/policy/10.90.htm.
- C. Contractor shall bill for training events on an A-19 per billing code according to the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide and record training events in the identified reporting system in accordance with the monthly reporting requirements described in Prevention Report Schedule/Due Dates.

4.3 Reporting Requirements

4.3.1 Prevention Reporting Requirements

Contractor shall report on all required elements in the SAPISP data reporting system. HCA reserves the right to add reporting requirements based on requirements of funding source(s).

4.3.2 Prevention Activity Data Reports

Contractor shall:

- A. Ensure that monthly SAPISP activities are reported in the agreed upon reporting system in accordance with the requirements and timelines set forth.
- B. Ensure accurate and unduplicated reporting.
- C. Ensure proper training of staff and designated staff for back-up data entry to meet report due dates.
- D. If special circumstances arise and Contractor is unable to enter the data by the reporting deadline(s), Contractor shall ensure any requests for extensions to reporting deadlines are requested in writing and sent directly to the Contract Manager via email five (5) business days before the report due date.
- E. The maximum extension request permitted is ten (10) business days.
- F. Monthly invoices submitted with active data entry extensions will be denied and may be re-submitted by Contractor once data for the month(s) in question is complete.
- G. Contractors with three (3) or more consecutive months of data entry extensions or late reporting or four (4) or more program data entry extensions or late reporting within a six (6) month period shall be required to submit a Corrective Action Plan to HCA.
- H. Extensions granted due to reporting system technical issues will be excluded from this count.
- I. Ensure all required demographic information is provided for services provided to individual participants; CSAP and IOM categories, in reporting system.
- J. Complete prevention reporting, according to the Schedule/Due Dates below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
Monthly	SAPISP Universal, Selective, and Indicated services and related participant information.	15th of each month for activities from the previous month	SAPISP Reporting System

Annually	Performance Work Statement/Evaluation	End of school year before beginning of next school year	SAPISP Reporting System Annual Report
Federal fiscal year	SAPISP Success Story; minimum of one per ESD	45 days after the end of the federal fiscal year	Written report
As requested	As required by SAMHSA.	As requested	As agreed upon or as required

4.3.3 Performance Work Statement/Evaluation

- A. **A** minimum of 60% of the students who participate in the program selected/indicated) must complete both a pre-test and a post-test.
- B. **A** minimum of 85% of the students with a pre-test and post-test who participated in the program must have the following outcomes on each of the following 3 indicators:
 - i) Overall, how important has this program been to you? Very important or pretty important.
 - ii) Are you glad you participated in this program? Yes, or YES!
 - iii) Are you more likely to attend school because of this program? Yes, or does not apply to me.
- C. **A** minimum of 50 students or 15% of the student population at the school(s) (whichever is fewer), served by the SAP within each CPWI community will receive selective/indicated services and the remaining SAP time will be spent on universal prevention activities.
- D. **At** the end of each school year, HCA will review and analyze data with commencement of school-based services to determine that each ESD has successfully met the identified goals as identified in section 4.3.3.A-C.
- E. **If** the ESD does not meet the requirements of the Performance Work Statement, the ESD will be asked to submit to the HCA Contract Manager a Corrective Action Plan (CAP) within 30 days of notification. The plan must identify the problems causing failure to reach the goal and provide a plan for addressing those problems.
 - i) Once a CAP is required, if at the closure of the following school year, the ESD is still not meeting the requirements of the Performance Work Statement and successfully closed the CAP, HCA may reduce

the coordination funding for ESDs by eight percent (8%) for the next school year.

- ii) Once a CAP is closed and the Performance Work Statement is met, full funding will be restored for the next school year. If the ESD fails to meet the requirements, the corrective action/funding reduction process will begin again.
- iii) The ESD may submit a request for performance measures to be waived due to extenuating circumstances. Requests must be received as part of the Performance Evaluation process. Request should include related sites and justification for why measure could not be met. HCA will review and if approved, waive the CAP requirements.

4.4 SAPISP Planning for Services

4.4.1 ESD will participate in regularly scheduled meetings with HCA regarding planning to include, but not limited to, the following items for discussion:

- A. Contractual expectations and relationship between HCA and ESDs;
- B. Reporting requirements and system for reporting;
- C. Streamlining and clarification of required project and reporting (fiscal and program) timelines;
- D. Clarification and alignment of fiscal terminology and methodologies (i.e., match clarification defining terms "admin" vs "indirect");
- E. Outcome goals including expected numbers served and Performance Work Statement;
- F. Focus of SAP services including opportunities for enhancements;
- G. Future of workforce enhancement funding tracking and reporting; and
- H. SAPISP Training Plan for new hires.

4.4.2 ESD will participate in meetings with HCA regarding planning for SAPISP service as related to efforts necessary to potential for long-term contracting for continued provision of quality student prevention and intervention services within schools.

ATTACHMENT 3: TASK ORDER #03 -- CBO

Community Based Organization Services

1. Purpose

The purpose of this Task Order is to provide quality and culturally competent Evidence-Based Programs, Research-Based Programs, and Promising Programs to address Substance Use Disorder Prevention and Mental Health Promotion Programs and/or Suicide Prevention. Contractors will implement direct primary prevention programs, environmental and public education strategies to prevent and reduce substance use and/or promote mental wellness and prevent suicide in high need communities.

2. Term

The initial term of this Task Order begins July 1, 2023, and ends June 30, 2025, unless terminated sooner as provided herein; work performed prior to the Effective Date will be at the sole risk of Contractor. This Task Order may be extended in whatever time increments HCA deems appropriate.

This Task Order shall be in effect only when funding is included in the Awards and Revenue incorporated by reference.

3. Contacts

As designated on the A&R/FSI document for Contract Manager information related to this task order.

4. Statement of Work

Contractor shall ensure services, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below in this section.

Contractor must manage the Contract to ensure that services are provided in a manner that allocates the available resources over the life of the Contract, utilizing only the funding assigned within each respective fiscal year.

HCA reserves the right to reduce the funds awarded in the Contract if the Contractor does not implement services within 45 calendar days of the services start date in the approved Action Plan.

Prevention programs and services include, but are not limited to:

4.1 Implementation of Prevention Services.

Contractor must implement the approved programs and strategies in accordance with approved Action Plan and as outlined below:

- 4.1.1 Program implementation must be in alignment with the approved Action Plan and Budget as negotiated between Contractor and HCA. This includes the approved program(s), dates and timelines, scope, dosage, target audience(s), leadership, and responsible parties.
- 4.1.2 If requested by HCA, submit a revised Action Plan and/or Budget to accommodate federal or state funding requirements within 15 days of executed contact or as needed. Contractor must receive approval of Action Plan prior to implementation and spending.
- 4.1.3 Funds must only be used to support program costs included in the approved Action Plan. This includes staff for program planning, training, implementation, service data entry, and evaluation.
- 4.1.4 Programs must be implemented for the target audience for which they were designed, in an ongoing cycle, and within the communities designated in the HCA approved Action Plan.
- 4.1.5 Ensure only program facilitators which are formally trained or certified as trainers are used for the program(s) selected, if indicated as necessary by the program.
- 4.1.6 Ensure program is implemented with full fidelity. Specified adaptations must be submitted in writing, via email, to the HCA Contract Manager for approval no less than twenty (20) days in advance of program implementation. Specified adaptations may not affect the core components of the program.
- 4.1.7 All mentoring programs must be implementing the 4th edition of the Elements of Effective Practice for Mentoring, <https://www.mentoring.org/resource/elements-of-effective-practice-for-mentoring/>.
- 4.1.8 Participate in monthly check-in phone calls with HCA Contract Manager or designee. Frequency of check-in calls may change if deemed appropriate by HCA and will be based on technical assistance needs and contract compliance.
- 4.1.9 Contractor shall ensure that a regular annual schedule of direct prevention services for public dissemination is established.
- 4.1.10 Regular annual schedule shall take into account items including, but not limited to: implementation times that maximize participation and service outcomes; local needs and gaps; leveraged resources; and, other locally identified factors that influence service delivery throughout the year.
- 4.1.11 Regular annual schedule and community dissemination plan shall be identified as part of the CBO Action Plan and Budget Update and submitted to Contract Manager or designee for HCA review annually.

- A. Submit an annual Action Plan and Budget with projected expenditures, including salary and benefits for HCA funded prevention staff, program costs, training and travel to the Contract Manager or designee, or within thirty (30) business days upon request. A template will be provided at least thirty (30) business days prior to due date, unless otherwise specified. Updated Action Plan and Budget is due by June 15 of each year that this Contract is active, unless otherwise specified in writing. Budget adjustments that are ten percent (10%) or more of the total of the approved Contractor budget shall submit a budget revision for approval to Contract Manager or designee at least fifteen (15) business days prior to expending adjusted budget items. Approval must be granted prior to expending funds.
- B. Enter approved programs, based on the priorities, goals and objectives described in the approved Action Plan, into Minerva within thirty (30) business days of Action Plan approval or as directed by PSM.

4.1 Contractors must follow funding specific requirements as outlined below:

4.1.1 SOR Program Requirements:

- A. State Opioid Response (SOR) funds shall be used for program and strategy training and implementation.
- B. All programs planned and implemented with SOR shall be programs selected from the current DBHR provided youth opioid use prevention and reduction program list as outlined by DBHR and in accordance with approved Action Plan.
- C. For SOR grants, ensure sixty percent (60%) of programs supported by HCA funds will be replications or approved adaptations of "Evidence-based Practice" substance use disorder prevention programs as identified in the list provided by DBHR. Ensure that all of the programs supported by HCA meet the Center for Substance Abuse Prevention's (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website: www.TheAthenaForum.org/CSAPprinciples.
- D. All contractors are required to:
 - i) Implement at least one Direct Service Program or Strategy on the Opioid Prevention Direct Service Programs and Strategies list. The program is expected to be implemented on a regular annual schedule over the course of the grant year, which may mean implementing multiple series or cycles of a program.
 - ii) Participate in the National Drug Take-Back Days (information dissemination strategy) held in April and October each year, or at least twice annually based on local implementation, according to the Drug Enforcement Agency (DEA) guidelines, recommendations, and regulations. https://www.deadiversion.usdoj.gov/drug_disposal/takeback/poc.htm.

- iii) Implementation of the Starts with One opioid prevention public education campaign (information dissemination strategy). Implementation means to have a recurring cycle (at least once monthly) of media reach, through one or more mediums (social media, ads, radio, billboards, traditional media). Local implementation and/or translations may occur in consultation with HCA/DBHR.

E. Optional programs and strategies that are allowed, assuming requirements above are met:

- i) Implementation of opioid prevention environmental strategy/ies. Must be approved by DBHR
- ii) Social Norms Campaign (information dissemination strategy): guidance must be followed according to: <https://theathenaforum.org/socialnorms>. Must be approved by DBHR.

4.1.2 DCA Program Requirements:

- A. Dedicated Cannabis Account Funds (DCA) shall be used for program and strategy training and implementation.
- B. All programs planned and implemented with DCA shall be programs selected from the current DBHR provided Prevention Program and Strategies for Youth Cannabis Use Prevention list as outlined by DBHR and found at <https://www.theathenaforum.org/EBP>.
- C. All contractors are required to at a minimum:
 - i) Implement at least one evidence/research-based Direct Service Program or Strategy on the DCA CBO list found <https://www.theathenaforum.org/EBP>. The program is expected to be implemented on a regular annual schedule over the course of the grant year, which may mean implementing multiple series or cycles of a program.
 - ii) Once two (2) or more Evidence/Research-Based Programs are selected, Contractor may select one (1) Promising Program.

4.1.3 MHPP Program Requirements:

- A. MHPP funds shall be used for program and strategy training and implementation.
- B. All programs planned and implemented with MHPP shall be programs selected from the current DBHR provided on the Prevention Program and Strategies for MHP/Suicide prevention list as outlined by DBHR and found at <https://www.theathenaforum.org/EBP>.
- C. All contractors are required to at a minimum:
 - i) Implement at least one Direct Service Program or Strategy on the MHPP/Suicide prevention list. The program is expected to be implemented on a regular annual schedule over the course of the

grant year, which may mean implementing multiple series or cycles of a program.

- ii) A minimum of one(1) Youth Mental Health First Aid (YMHFA) training per year will be provided and must include the following:
 - a) Must be delivered by certified YMHFA instructors;
 - b) Must take place in the community identified in the application;
 - c) Must utilize the training curriculum and instructional materials associated with Youth Mental Health First Aid, a trademarked program marketed by the National Council for Behavioral Health, <http://www.thenationalcouncil.org/about/mental-health-first-aid>.
 - d) Up to \$5,000 from this award can be used to support implementation of each required YMHFA training in Year 1 and Year 2, not to exceed \$5,000 per state fiscal year and for a total of \$10,000 over the grant period. Eligible expenses include trainer fees, materials, facility rental and all other expenses associated with the training.
 - e) These funds can be used to train individuals to participate in YMHFA Training of Trainers.
 - f) Must be delivered in one of the following formats:
 - 1. One (1) session with eight (8) hours of instruction: or,
 - 2. Two (2) sessions with a total of eight (8) hours of instruction;
 - g) Contractor must implement, with fidelity, one (1) required YMHFA Trainings per state fiscal year.
 - h) If Contractor has previously held a contract with HCA for MHPP/Suicide Prevention CBO services and has fully saturated their Community with this training, they may submit a request for an exception to this requirement. This must be approved by the HCA Contract Manager.
- iii) Contractor will implement at least one (1) community awareness event per fiscal year, focusing on mental health promotion or suicide prevention, or both.

4.1.4 Opioid Abatement Settlement Account (OASA) Program Requirements:

- A. Opioid Abatement Settlement Account (OASA) funds shall be used for program and strategy training and implementation.
- B. All programs planned and implemented with OSF shall be programs selected from the current DBHR provided Prevention Program and Strategies for Opioid Use Prevention list as outlined by DBHR and found at

<https://www.theathenaforum.org/EBP> and in accordance with approved Action Plan.

- C. For OASA grants, ensure sixty percent (60%) of programs supported by HCA funds will be replications or approved adaptations of "Evidence-based Practice" substance use disorder prevention programs as identified in the Prevention Program and Strategies for Opioid Use Prevention list provided by DBHR. Ensure that all of the programs supported by HCA meet the Center for Substance Abuse Prevention's (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website: www.TheAthenaForum.org/CSAPprinciples.
- D. All contractors are required to:
 - i) Implement at least one Direct Service Program or Strategy on the Prevention Program and Strategies for Opioid Use Prevention. The program is expected to be implemented on a regular annual schedule over the course of the grant year, which may mean implementing multiple series or cycles of a program.
 - ii) Participate in the National Drug Take-Back Days (information dissemination strategy) held in April and October each year, or at least twice annually based on local implementation, according to the Drug Enforcement Agency (DEA) guidelines, recommendations, and regulations.
https://www.dea diversion.usdoj.gov/drug_disposal/takeback/poc.htm
 - iii) Implementation of the Starts with One opioid prevention public education campaign (information dissemination strategy). Implementation means to have a recurring cycle (at least once monthly) of media reach, through one or more mediums (social media, ads, radio, billboards, traditional media). Local implementation and/or translations may occur in consultation with HCA/DBHR.
- E. Optional programs and strategies that are allowed, assuming requirements above are met:
 - i) Implementation of opioid prevention environmental strategy/ies. Must be approved by DBHR
 - ii) Social Norms Campaign (information dissemination strategy): guidance must be followed according to:
<https://theathenaforum.org/socialnorms>. Must be approved by DBHR.

4.2 Prevention Training

4.2.1 Required Training in CBO

- A. Contractor shall participate in all required onboarding training events identified by HCA at the start of the contract. To include but not limited to

trainings on fiscal requirements, contract compliance, data reporting and program implementation.

- B. Contractor Manager for this Task Order as identified in the A&R/FSI document and primary fiscal staff or their designee(s) shall attend an annual contractor training or meeting that will be scheduled for a minimum of four (4) hours in duration. Date and location will be announced by DBHR at least thirty (30) business days prior to the training.
- C. Contractor contact shall participate in all required training events identified by HCA and listed in CBO Community Implementation Guide.

4.2.2 Non-Required Training in CBO contracts

- A. In the absence of trainings identified in the approved Action Plan, all additional (non-required) training paid for by HCA shall be approved by Contract Manager or designee prior to training and meet the approved goals and objectives in approved Action Plan.
- B. Contractor shall ensure any requests for training in addition to the approved training in the Action Plan are requested in writing and sent directly to the Contract Manager or designee, a minimum of ten (10) business days before the date of the proposed training. Trainings shall relate to one (1) of the following four (4) categories:
 - i) Coalition building and/or community organization.
 - ii) Capacity building regarding prevention theory and practice.
 - iii) Capacity building for Evidence-based Practice and environmental strategy implementation, related to the goals and objectives of the approved Action Plan.
 - iv) Capacity building in non-CPWI communities to expand CBO efforts and meets overall goals and objectives of CBO grants may be approved by Contract Manager or designee upon request.
- C. Contractor shall ensure training paid for by HCA that requires travel follows state travel reimbursement guidelines and rates accessible at www.ofm.wa.gov/policy/10.90.htm.
- D. Contractor shall bill for training events on an A-19 invoice template per billing code according to the Substance Use Disorder and Mental Health Promotion Services Billing Guide and record training events in the HCA Substance Use Disorder Prevention and Mental Health Promotion Online Reporting Systems or Minerva in accordance with the monthly reporting requirements described in Prevention Report Schedule/Due Dates.

4.3 Reporting Requirements

Contractor shall report on all requirements as identified in the HCA Substance Use Disorder Prevention and Mental Health Promotion Online Reporting System

or Minerva, HCA reserves the right to add reporting requirements based on the requirements of funding sources.

4.3.1 Prevention Activity Data Reports

Contractor shall:

- A. Ensure that monthly prevention activities are reported in Minerva in accordance with the requirements and timelines set forth.
- B. Ensure accurate and unduplicated reporting.
- C. Ensure proper training of staff and designated staff for back-up Minerva data entry to meet report due dates.
- D. If special circumstances arise and Contractor is unable to enter the data by the reporting deadline(s), Contractor shall ensure any requests for extensions to reporting deadlines are requested in writing and sent directly to the PSM via email five (5) business days before the report due date.
- E. The maximum extension request permitted is ten (10) business days.
- F. Monthly invoices submitted with active data entry extensions will be denied and may be re-submitted by Contractor once data for the month(s) in question is complete.
- G. Contractors with three (3) or more consecutive months of data entry extensions or late reporting or four (4) or more program data entry extensions or late reporting within a six (6) month period shall be required to submit a Corrective Action Plan to HCA.
- H. Extensions granted due to Minerva technical issues will be excluded from this count.
- I. Ensure all required demographic information is provided for individual participant; population reach; aggregate; and mentoring or 1-to-1 services in Minerva.
- J. Report Community Coalition Coordination Staff Hours in Minerva for each month of the calendar year.
- K. Complete prevention reporting, according to the Schedule/Due Dates below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
Annually and as Action Plan revisions	Enter programs listed on approved Action Plan by HCA into Minerva.	Within 30 business days of	Minerva

are approved		Action Plan approval	
Monthly	Prevention activity data input for all active services including coordination staff hours and efforts, services, participant information, training, evaluation tools and assessments.	15th of each month for activities from the previous month	Minerva
As requested	GPRA Measures.	As requested	Minerva or as required
As requested	As required by SAMHSA or HCA/DBHR.	As requested	Minerva or as required

4.3.2 Outcome Measures

- A. Contractor shall report on all required evaluation tools identified in Minerva that measure primary program objective.
 - i) Pre/Post test are required for all recurring direct service programs.
 - ii) Specific surveys for Information Dissemination or Environmental strategies/programs based on specific program to be determined and approved in Action Plan.
- B. Special situations and exceptions regarding evaluation tools identified in Minerva include, but are not limited to, the following:
 - i) Contractor may negotiate with the Contract Manager or designee to reduce multiple administrations of surveys to individual participants.
 - ii) Participants in recurring program groups in which the majority of participants are younger than ten (10) years old on the date of that group's first service.

4.3.3 Performance Work Statement/Evaluation.

- A. Contractor shall ensure program results show positive outcomes for at least half of the participants in each program group as determined by Cohorts/Campaigns with individual participant sessions.
 - i) "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program measurable objective between pre and post-tests.

- ii) Positive outcomes will be determined using the pre-test and post-test data reported in Minerva.
 - iii) Evaluation of Minerva data will occur on the 15th of the month following the final date of service for each group.
- B. HCA shall use the following protocol for evaluation:
 - i) Matched pre-test and post-test pairs will be used in the analysis.
 - ii) To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests.
 - iii) If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.
 - iv) Example: there are ten (10) pre-tests and seven (7) post-tests. The denominator would be eight (8) and the maximum numerator would be seven (7).
- C. Different groups, as determined by Cohorts/Campaigns, receiving the same program will be clustered by school district.
 - i) In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.
 - ii) The results of one (1) provider in a given school district will not impact another provider in the same district.
 - a) In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the measurable objective linked to the program in Minerva will be used.
 - b) Results for groups, as determined by Cohorts/Campaigns, with services that span two (2) contracting periods will be analyzed in the contracting period that the post-test was administered.
 - iii) If fewer than half of the participants in a group, as determined by Cohorts/Campaigns, within a given school district, report positive change in the intended outcome:
 - a) Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the Contract Manager or designee or designee within forty-five (45) calendar days of notice by HCA.
 - b) Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by Contractor Manager or designee or their designee.
 - c) If a second group, as determined by Cohorts/Campaigns, within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:

- i. In cases where there is no active non-compliant program, Contractor shall discontinue implementation of that program within the specified geography.
 - ii. In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups, as determined by Cohorts/Campaigns, will be allowed to complete the expected number of sessions. No new groups, as determined by Cohorts/Campaigns, will be started.
 - iii. Following the conclusion of all groups, as determined by Cohorts/Campaigns, completing the program, results will be reviewed for those groups.
 - iv. If the results do not show positive change for each group, as determined by Cohorts/Campaigns, Contractor shall take the following action:
 - 1. In cases where the program is being delivered by a single provider in the specified geography, Contractor shall discontinue implementation of that program in the specified geography.
 - 2. In cases where the program is being delivered by multiple providers in the specified geography, Contractor shall discontinue implementation of that program by the underperforming provider in the specified geography.
- iv) A program that resulted in the need for a Performance Improvement Plan and Plan during the former Contract period will not carry that record forward into the new Contract period. Implement and monitor prevention programs and reporting to assure compliance with these guidelines.

ATTACHMENT 4: DATA SHARING TERMS

1. Description of Data to be Shared / Data Licensing Statements

- 1.1 Contractors collect various data elements associated with prevention programming and service delivery. The Data will be provided by contractors on a monthly and a quarterly basis and entered into Minerva and/or the SAPSIS reporting systems.
- 1.2 Data Use Purpose. The data is used by state and local providers for contract management, program monitoring, and to evaluate outcomes.
- 1.3 Data elements associated with prevention programming including but not limited to:
 - A. Program and service details such as:
 - i. Name of program
 - ii. Program length in time and date
 - iii. Target service populations
 - iv. Target age groups
 - v. Location of activity
 - vi. Number of participants
 - vii. Survey instruments used as well as fidelity plan
 - viii. Indirect and direct hours contributed by program staff and community coalition coordinators
 - ix. EBP status
 - x. CSAP strategy and service code
 - xi. IOM category
 - xii. Target substance and behavioral health problem
- 1.4 The Data may be linked with the following: contract management and cost analysis via PowerBI.

2. HCA System Access Requirements and Process

- 2.1 The Contractor may request access to the Minerva and/or the SAPSIS reporting systems for up to sixty (60) Authorized Users under this Contract.
- 2.2 The Contractor Contract Manager, identified in Section 2.4 must send the request to the HCA Prevention MIS manager at PrevMIS@hca.wa.gov.
- 2.3 The Contractor must access the system(s) through the State Governmental Network (SGN), or SecureAccessWashington (SAW), or through another method of secure access approved by HCA in writing.

- 2.4 Contractor Point of Contact. The Contractor Point of Contact will be the single source of access requests and the person HCA will contact for any follow-up information or to initiate an audit under this Contract. Initial point of contact is the person named as Contract Contact on Face page. Contractor Point of Contact may be changed by written notice to the HCA Prevention MIS manager, email acceptable, with a copy to the HCA Contract Manager and HCA Office of Contracts and Procurements at contracts@hca.wa.gov.
- 2.5 HCA will grant the appropriate access permissions to Contractor Authorized Users within 30 calendar days from the date of receipt of a complete and accurate request form. HCA will respond within 5 business days of receipt of request form if there is a need for clarification or revisions to any inaccurate or incomplete request form(s).
- 2.6 HCA does ***not*** allow shared User IDs and passwords for use with Confidential Information or to access systems that contain Confidential Information. Contractor must ensure that only Authorized Users access and use the system(s) in this Contract, use only their own User ID and password to access the system(s), and do not allow employees or others who are not authorized to borrow a User ID or password to access any system(s).
- 2.7 Contractor must notify HCA within 5 business days whenever an Authorized User who has access to the Data is no longer employed by the Receiving Part or whenever an Authorized User's duties change such that the user no longer requires access to the Data.
- 2.8 Contractor's access to the systems may be continuously tracked and monitored. HCA reserves the right, at any time, to terminate Data access for an individual, conduct audits of system(s) access and use, and to investigate possible violations of this Contract and/or violations of federal and state laws and regulations governing access to PHI.

3. Data Classification

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at <https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>).

The Data that is the subject of this Contract is classified as indicated below:

3.1 ☐ Category 1 – Public Information

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure but does need integrity and availability protection controls.

3.2 ☐ Category 2 – Sensitive Information

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

3.3 ☒ Category 3 – Confidential Information

Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- A. Personal Information about individuals, regardless of how that information is obtained;
- B. Information concerning employee personnel records;
- C. Information regarding IT infrastructure and security of computer and telecommunications systems;

3.4 ☐ Category 4 – Confidential Information Requiring Special Handling

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- A. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;
- B. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

4. Constraints on Use of Data/Limited License

- 4.1 Subject to the Terms and Conditions of this Contract, HCA hereby grants Contractor a limited license for the access and Permissible Use of Data. This grant of access may not be deemed as providing Contractor with ownership rights to the Data. The Data being shared/accessed is owned and belongs to HCA.
- 4.2 For Limited Data Sets, Contractor agrees to not attempt to re-identify individuals in the Data shared or attempt to contact said individuals.
- 4.3 If Data shared under this Contract includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Contractor from making any further disclosure(s) of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. §§ 2.12(c)(5) and 2.65.
- 4.4 This Contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose and justification of this Contract as set out in the Data Licensing Statement(s). Any analysis, use, or reporting that is not within the Purpose of this Contract is not permitted without HCA's prior written consent.

- 4.5 This Contract does not constitute a release for Contractor to share the Data with any third parties, including Subcontractors, even if for authorized use(s) under this Contract, without the third party release being approved in advance by HCA and identified in the Data Licensing Statement(s).
- 4.6 Derivative Data Product Review and Release Process.
- A. All reports derived from Data shared under this Contract, produced by Contractor that are created with the intention of being published for or shared with external customers (Data Product(s)) must be sent to HCA for review of usability, data sensitivity, data accuracy, completeness, and consistency with HCA standards prior to disclosure. This review will be conducted, and response of suggestions, concerns, approval, or notification of additional review time needed provided to Receiving Party within 10 business days. HCA reserves the right to extend the review period as needed for approval or denial.
 - B. Small Numbers. Contractor will adhere to HCA Small Numbers Standards, Attachment C. HCA and Contractor may agree to individual Permissible Use exceptions to the Small Numbers Standards, in writing (email acceptable).
- 4.7 Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.
- 4.8 The Receiving Party must comply with the Minimum Necessary Standard, which means that Receiving Party will use the least amount of PHI necessary to accomplish the Purpose of sharing as described in the attached Attachment A(s): Data Licensing Statement(s).
- A. Receiving Party must identify:
 - i. Those persons or classes of persons in its workforce who need access to PHI to carry out their duties; and
 - ii. For each such person or class of persons, the category or categories of PHI to which access is needed and any conditions appropriate to such access.
 - B. Receiving Party must implement policies and procedures that limit the PHI disclosed to such persons or classes of persons to the amount reasonably necessary to achieve the purpose of the disclosure, in accordance with the attached Data Licensing Statement(s).

5. Data Modification(s)

Any modification to the Purpose, Justification, Description of Data to be Shared/Data Licensing Statement(s), and Permissible Use, is required to be approved through HCA's Data Request Process. Contractor must notify HCA's Contract Manager of any requested changes to the Data elements, use, records linking needs, research needs, and any other changes from this Contract, immediately to start the review process. Approved changes will be documented in an Amendment to the Contract.

6. Security of Data

6.1 Data Protection

The Contractor must protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification, or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

- A. Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- B. Physically securing any computers, documents, or other media containing the Confidential Information.

6.2 Data Security Standards

Contractor must comply with the Data Security Requirements set out in Attachment B and the Washington OCIO Security Standard, 141.10 (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets.>)

6.3 Data Disposition and Retention

- A. Contractor will dispose of HCA Data in accordance with this section.
- B. Upon request by HCA, or at the end of the Contract term, or when no longer needed, Confidential Information/Data must be disposed of as set out in Attachment A, Section 5 Data Disposition, except as required to be maintained for compliance or accounting purposes. Contractor will provide written certification to HCA of disposition using Attachment D, Certification of Destruction/Disposition of Confidential Information.

7. Data Confidentiality and Non-Disclosure

7.1 Data Confidentiality.

The Contractor will 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 purpose, justification, and Permissible Use of this Contract, as set out in the attached Data Licensing Statement(s), except: (a) as provided by law; or (b) with the prior written consent of the person or personal representative of the person who is the subject of the Data.

7.2 Non-Disclosure of Data

The Contractor must ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and made aware of the use restrictions and protection requirements of this Contract before gaining access to the Data identified herein. The Contractor will also instruct and make any new employee aware of the use restrictions and protection requirements of this Contract before they gain access to the Data.

The Contractor will ensure that each employee or Subcontractor who will access the Data signs the *User Agreement on Non-Disclosure of Confidential Information*, Attachment D hereto. The

Contractor will retain the signed copy of the *User Agreement on Non-Disclosure of Confidential Information* in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The documentation must be available to HCA upon request.

7.3 Penalties for Unauthorized Disclosure of Data

Applicable state laws and federal regulations prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

The Contractor accepts full responsibility and liability for any noncompliance by itself, its employees, and its Subcontractors with these laws and any violations of the Contract.

8. Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract it will only be for the Permissible Use authorized by HCA and the Contractor must include all of the Data security terms, conditions and requirements set forth in this Attachment in any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of the Contractor to HCA for any Data Breach in the performance of the Contractor's responsibilities.

9. Audit

At HCA's request or in accordance with OCIO 141.10, the Contractor must respond to audit inquiries.

10. Data Breach Notification and Obligations

10.1 The Data Breach or potential compromise of Data shared under this Contract must be reported to the HCA Privacy Officer at PrivacyOfficer@hca.wa.gov within one (1) business day of discovery.

10.2 If the Data Breach or potential compromise of Data includes PHI, and the Contractor does not have full details, it will report what information it has and provide full details within fifteen (15) Business Days of discovery. To the extent possible, these reports must include the following:

- A. The identification of each individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed.
- B. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery.
- C. A description of the types of PHI involved;
- D. The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence.
- E. Any details necessary for a determination of the potential harm to Clients whose PHI is believed to have been used or disclosed and the steps those Clients should take to protect themselves; and

F. Any other information HCA reasonably requests.

10.3 The Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or HCA including but not limited to 45 C.F.R. Part 164 Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.

10.4 If notification must, in the sole judgement of HCA, must be made Contractor will further cooperate and facilitate notification to necessary individuals, to the U.S. Department of Health and Human Services (DHHS) Secretary, and to the media. At HCA's discretion, Contractor may be required to directly perform notification requirements, or if HCA elects to perform the notifications, Contractor must reimburse HCA for all costs associated with notification(s).

10.5 Contractor is responsible for all costs incurred in connection with a security incident, Data Breach, or potential compromise of Data, including:

- A. The reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect HCA clients.
- B. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Data Breach notification laws.
- C. Notification and call center services, and other appropriate services (as determined exclusively by HCA) for individuals affected by a security incident or Data Breach, including fraud prevention, credit monitoring, and identify theft assistance; and
- D. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).
- E. Compensation to HCA clients for harms caused to them by any Data Breach or possible Data Breach.

10.6 Any Breach of this section may result in termination of the Contract and the demand for return or disposition, as described in Section 6.3, of all HCA Data.

10.7 Contractor's obligations regarding Data Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Data and for any Data Breach or potential compromise, at any time.

11. HIPAA Compliance

11.1 Contractor must perform all of its duties, activities, and tasks under this Attachment in compliance with HIPAA, and all applicable regulations as promulgated by the U.S. Department of Health and Human Services, Office for Civil Rights, as applicable.

11.2 Within ten (10) Business Days, Contractor must notify the HCA Privacy Officer at PrivacyOfficer@hca.wa.gov of any complaint, enforcement, or compliance action initiated by the Office for Civil Rights based on an allegation of violation of HIPAA and must inform

HCA of the outcome of that action. Contractor bears all responsibility for any penalties, fines, or sanctions imposed against Contractor for violations of HIPAA and for any sanction imposed against its Subcontractors or agents for which it is found liable.

12. Survival Clauses

The terms and conditions contained in this Attachment that by their sense and context are intended to survive the expiration or other termination of this Attachment must survive. Surviving terms include but are not limited to: *Constraints on Use of Data / Limited License, Security of Data, Data Confidentiality and Non-Disclosure, Audit, HIPAA Compliance, and Data Breach Notification and Obligations.*

ATTACHMENT A: DATA SECURITY REQUIREMENTS

1. Definitions

In addition to the definitions set out in the Data Use, Security, and Confidentiality Attachment, the definitions below apply to this Attachment.

- 1.1 **“Hardened Password”** means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
 - A. Passwords for external authentication must be a minimum of 10 characters long.
 - B. Passwords for internal authentication must be a minimum of 8 characters long.
 - C. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- 1.2 **“Portable/Removable Media”** means any data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- 1.3 **“Portable/Removable Devices”** means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players); and laptop/notebook/tablet computers. If used to store Confidential Information, devices should be federal Information Processing Standards (FIPS) Level 2 compliant.
- 1.4 **“Secured Area”** means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- 1.5 **“Transmitting”** means the transferring of data electronically, such as via email, SFTP, webservices, AWS Snowball, etc.
- 1.6 **“Trusted System(s)”** means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail, or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- 1.7 **“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. Data Transmission

- 2.1 When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.

- 2.2 When transmitting HCA's Confidential Information via paper documents, the Contractor must use a Trusted System and must be physically kept in possession of an authorized person.

3. Protection of Data

Contractor agrees to store and protect Confidential Information as described:

3.1 Data at Rest:

- A. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- B. Data stored on Portable/Removable Media or Devices:
 - i. Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
 - ii. HCA's data must not be stored by the Contractor on Portable Devices or Media unless specifically authorized within the Contract. If so authorized, the Contractor must protect the Data by:
 - a. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
 - b. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 - c. Keeping devices in locked storage when not in use;
 - d. Using check-in/check-out procedures when devices are shared;
 - e. Maintain an inventory of devices; and
 - f. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.

- 3.2 **Paper documents.** Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4. Data Segregation

- 4.1 HCA's Data received under this Contract must be segregated or otherwise distinguishable from non-HCA Data. This is to ensure that when no longer needed by the Contractor, all of HCA's Data can be identified for return or destruction. It also aids in determining whether HCA's Data has or may have been compromised in the event of a security breach.

HCA's Data must be kept in one of the following ways:

- A. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
 - B. in a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
 - C. in a database that will contain only HCA Data; or
 - D. within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
 - E. when stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.
- 4.2 When it is not feasible or practical to segregate HCA's Data from non-HCA data, then both HCA's Data and the non-HCA data with which it is commingled must be protected as described in this Attachment.
- 4.3 Contractor must designate and be able to identify all computing equipment on which they store, process, and maintain HCA Data. No Data at any time may be processed on or transferred to any portable storage medium. Laptop/tablet computing devices are not considered portable storage medium devices for purposes of this Contract provided it is installed with end-point encryption.

5. Data Disposition

- 5.1 Consistent with Chapter 40.14 RCW, Contractor shall erase, destroy, and render unrecoverable all HCA Confidential Data and certify in writing that these actions have been completed within thirty (30) days of the disposition requirement or termination of this Contract, whichever is earlier. At a minimum, media sanitization is to be performed according to the standards enumerated by NIST SP 800-88r1 Guidelines for Media Sanitization.
- 5.2 For HCA's Confidential Information stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, above. Destruction of the Data as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

6. Network Security

Contractor's network security must include the following:

- 6.1 Network firewall provisioning;
- 6.2 Intrusion detection;
- 6.3 Quarterly vulnerability assessments; and
- 6.4 Annual penetration tests.

7. Application Security

Contractor must maintain and support its software and subsequent upgrades, updates, patches, and bug fixes such that the software is, and remains secure from known vulnerabilities.

8. Computer Security

Contractor shall maintain computers that access Data by ensuring the operating system and software are updated and patched monthly, such that they remain secure from known vulnerabilities. Contractor computer device(s) must also be installed with an Anti-Malware solution and signatures updated no less than monthly.

9. Offshoring

- 9.1 Contractor must maintain all hardcopies containing Confidential Information only from locations in the United States.
- 9.2 Contractor may not directly or indirectly (including through Subcontractors) transport any Data, hardcopy or electronic, outside the United States unless it has advance written approval from HCA.

ATTACHMENT B: HCA SMALL NUMBERS STANDARD

1. Why do we need a Small Numbers Standard?

It is the Washington State Health Care Authority's (HCA) legal and ethical responsibility to protect the privacy of its clients and members. However, HCA also supports open data and recognizes the ability of information to be used to further HCA's mission and vision. As HCA continues down the path of Data Governance maturity, establishing standards such as this is key in helping HCA analysts and management meet the needs of external data requestors while maintaining the trust of our clients and members and complying with agency, state and federal laws and policies.

Publishing data products that include small numbers creates two concerns. As a reported number gets smaller, the risk of re-identifying an HCA client or member increases. This is especially true when a combination of variables are included in the data product to arrive at the small number (e.g. location, race/ethnicity, age, or other demographic information).

Small numbers can also create questions around statistical relevance. When it comes to publicly posting data products on HCA's internet site, or sharing outside the agency, the need to know the exact value in a cell that is less than 11 must be questioned.

As the agency moves away from traditional, static reports to a dynamic reporting environment (e.g. Tableau visualizations), it is easier for external data consumers to arrive at small numbers. Further, those external consumers have an increasing amount of their own data that could be used to re-identify individuals. As a result, more rigor and a consistent approach needs to be in place to protect the privacy of HCA's clients and members. Until now, some HCA data teams have elected to follow small numbers guidelines established by the Department of Health, which include examples of suppression methods for working with small numbers. HCA is now establishing its own standard, but is planning to work with DOH and other agencies dealing with healthcare data to try and develop a consistent small numbers methodology at a statewide level.

1. Scope

HCA often uses Category 4 data to create summary data products for public consumption. This Standard is intended to define one of the requirements for a summary data product to be considered Category 1. Specifically, it is intended to define the level of suppression that must be applied to an aggregated data product derived from Category 4 data for the data product to qualify as Category 1. Category 1 products are data products that are shared external to the agency, in large part those products that are posted on HCA's Internet website (www.hca.wa.gov). The primary scope of this Standard is for those data products posted publicly (e.g. on the website), or, shared as public information.

The following are examples of when this Standard **does not** apply to data products are:

- 1.1 Those shared directly with an external entity outside HCA, the Standard suppression of small numbers would not be required. However, you should notify the recipient that the data products contain sensitive information and should not be shared or published.
- 1.2 Those exchanged under a data share agreement (DSA) that will not be posted or shared outside the Contractor.
- 1.3 Those created for HCA-only internal use.

This standard does not supersede any federal and state laws and regulation.

2. Approach

In 2017, an impromptu workgroup was formed to tackle the issue of small numbers and determine what the general approach for handling data products that contain them would be. This initial effort was led by the agency's Analytics, Interoperability and Measurement (AIM) team who had an immediate need for guidance in handling and sharing of data products containing small numbers. The result of that work was a set of Interim Small Numbers Guidelines, which required suppression of cells containing values of less than 10. In addition, data products that contain small numbers are considered Category 2 under HCA's Data Classification Guidelines.

In spring 2018, a new cross-divisional and chartered Small Numbers Workgroup was formed to develop a formal agency standard. Representatives from each of the major HCA divisions that produce data and analytic products were selected. The charter, complete with membership, can be found here (available to internal HCA staff only). The Workgroup considered other state agency standards, and national standards and methods when forming this standard. The Workgroup also consulted business users and managers to determine the potential impact of implementing a small numbers suppression standard. All of this information was processed and used to form the HCA Small Numbers Standard.

3. State and National Small Numbers Standards Considered

When developing these standards, HCA reviewed other organizations' small numbers standards at both a state and federal level. At the state level, DOH recently published a revised Small Numbers Standard, which emphasizes the need for suppression for both privacy concerns and statistical relevance. HCA also convened a meeting of other state agencies to discuss their approach and policies (if any) around Small Numbers. Feedback from that convening was also taken into consideration for this Standard as well.

Federal health organizations such as the Centers for Disease Control and Prevention (CDC) and the National Center for Health Statistics (NCHS) also maintain small numbers standards. HCA's federal oversight agency and funding partner, the Centers for Medicare and Medicaid Services (CMS) adopts suppression of any cell with a count of 10 or less.

4. WA Health Care Authority Small Numbers Standard

Any HCA external publication of data products are to be compliant with both HIPAA and Washington State privacy laws. Data products are not to contain small numbers that could allow re-identification of individual beneficiaries. HCA analysts are to adhere to the following requirements when developing Category 1 data products for distribution and publication. Category 1 data is information that can be released to the public. These products do not need protection from unauthorized disclosure but do need integrity and availability protection controls. Additionally, all contractors (state and private) that use HCA's data to produce derivative reports and data products are required to adhere to this standard as well. HCA's Contracts team will ensure that proper contractual references are included to this and all HCA Data Release and Publishing Standards. The requirements discussed herein are not intended for Category 2, Category 3, or Category 4 data products.

5. HCA's Small Number Standard:

- 5.1 There are no automatic exemptions from this standard.
- 5.2 Standard applies for all geographical representations, including statewide.
- 5.3 Exceptions to this standard will be considered on a case-by-case basis. Contractor must contact HCA contract contact to request exception.
- 5.4 Ensure that no cells with $0 < n < 11$ are reported ($0 < n < 11$ suppressed)

- 5.5 Apply a marginal threshold of 1 - 10 and cell threshold of 1 - 10 to all tabulations
- 5.6 ($0 < n < 11$ suppressed).
- 5.7 To protect against secondary disclosure, suppress additional cells to ensure the primary suppressed small value cannot be recalculated.
- 5.8 Suppression of percentages that can be used to recalculate a small number is also required.
- 5.9 Use aggregation to prevent small numbers but allow reporting of data. Age ranges are a very good example of where aggregation can be used to avoid small numbers but avoid suppressing data (see example below).

6. Small Numbers Examples

6.1 Example (Before Applying Standard)

Client Gender	County	Accountable Community of Health (ACH)	Statewide
Male	6	8	14
Female	11	15	26
TOTAL	17	23	40

6.2 Example (After Applying Standard)

Client Gender	County	ACH	Statewide
Male	--- ¹	---	14
Female	11	15	26
TOTAL	---	---	40

¹In order to protect the privacy of individuals, cells in this data product that contain small numbers from 1 to 10 are not displayed.

The above examples show in order to comply with the standard, analysts must not only suppress directly those cells where $n < 11$, but also in this case secondary suppression is necessary of the county and ACH totals in order to avoid calculation of those cells that contained small numbers.

6.3 Example (Suppression with no aggregation)

Age Range	County	ACH	Statewide
0-3	5 (would be suppressed)	8 (would be suppressed)	13 (would be suppressed)
4-6	7 (would be suppressed)	18	25 (would be suppressed)

	15	23	38
10-12	24	33	57
TOTAL	51 (would be suppressed)	82 (would be suppressed)	133

6.4 Example (Using aggregation instead of suppression)

Age Range	County	ACH	Statewide
0-6	12	26	38
7-9	15	23	38
10-12	24	33	57
TOTAL	51	82	133

The above examples provide guidance for using aggregation to avoid small number suppression **and** still provide analytic value to the end user. Aggregation is an excellent method to avoid presenting information with many holes and empty values.

ATTACHMENT C: USER AGREEMENT ON NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

(To Be Signed by Each Individual User with Access to Confidential HCA Data)

Your organization has entered into a Data Share Agreement with the state of Washington Health Care Authority (HCA) that will allow you access to data and records that are deemed Confidential Information as defined below. Prior to accessing this Confidential Information you must sign this *User Agreement on Non-Disclosure of Confidential Information*.

Confidential Information

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Protected Health Information and Personal Information. For purposes of the pertinent Data Share Agreement, Confidential Information means the same as "Data."

"Protected Health Information" means information that relates to: the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or the past, present or future payment for provision of health care to an individual and includes demographic information that identifies the individual or can be used to identify the individual.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

Regulatory Requirements and Penalties

State laws (including, but not limited to, RCW 74.04.060, RCW 74.34.095, and RCW 70.02.020) and federal regulations (including, but not limited to, HIPAA Privacy and Security Rules, 45 C.F.R. Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R., Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 C.F.R. Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

User Assurance of Confidentiality

In consideration for HCA granting me access to the Confidential Information that is the subject of this Agreement, I agree that I:

1. Will access, use, and disclose Confidential Information only in accordance with the terms of this Agreement and consistent with applicable statutes, regulations, and policies.
2. Have an authorized business requirement to access and use the Confidential Information.
3. Will not use or disclose any Confidential Information gained by reason of this Agreement for any commercial or personal purpose, or any other purpose that is not directly connected with this Agreement.
4. Will not use my access to look up or view information about family members, friends, the relatives or friends of other employees, or any persons who are not directly related to my assigned job duties.
5. Will not discuss Confidential Information in public spaces in a manner in which unauthorized individuals could overhear and will not discuss Confidential Information with unauthorized individuals, including spouses, domestic partners, family members, or friends.
6. Will protect all Confidential Information against unauthorized use, access, disclosure, or loss by employing reasonable security measures, including physically securing any computers, documents, or other media containing Confidential Information and viewing Confidential Information only on secure workstations in non-public areas.
7. Will not make copies of Confidential Information or print system screens unless necessary to perform my assigned job duties and will not transfer any Confidential Information to a portable electronic device or medium, or remove Confidential Information on a portable device or medium from facility premises, unless the information is encrypted and I have obtained prior permission from my supervisor.
8. Will access, use or disclose only the "Minimum Necessary" Confidential Information required to perform my assigned job duties.
9. Will not distribute, transfer, or otherwise share any software with anyone.
10. Will forward any requests that I may receive to disclose Confidential Information to my supervisor for resolution and will immediately inform my supervisor of any actual or potential security breaches involving Confidential Information, or of any access to or use of Confidential Information by unauthorized users.
11. Understand at any time, HCA may audit, investigate, monitor, access, and disclose information about my use of the Confidential Information and that my intentional or unintentional violation of the terms of this Agreement may result in revocation of privileges to access the Confidential Information, disciplinary actions against me, or possible civil or criminal penalties or fines.
12. Understand that my assurance of confidentiality and these requirements will continue and do not cease at the time I terminate my relationship with my employer.

Signature

Print User's Name	User Signature	Date

ATTACHMENT D: CERTIFICATION OF DESTRUCTION/DISPOSAL OF CONFIDENTIAL INFORMATION

(To Be Filled Out and Returned to HCA Contract Manager Upon Termination of Contract)

NAME OF CONTRACTOR:	CONTRACT #:

_____ (Contractor) hereby certifies that the data elements listed below or attached, received as a part of the data provided in accordance with DSA have been:

☐ DISPOSED OF/DESTROYED ALL COPIES

You certify that you **destroyed**, and returned if requested by HCA, all identified confidential information received **from** HCA, or created, maintained, or received by you on behalf of HCA. You certify that you **did** not retain any copies of the confidential information received by HCA.

Description of Information Disposed of/ Destroyed:

Date of Destruction **and/or** Return:

Method(s) of destroy**ing**/disposing of Confidential Information:

Disposed of/Destroyed by:

Signature		Date
Printed Name:		
Title:		

ATTACHMENT 5: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES

The following terms are applicable as determined by funds sources included in A&R/FSI Document.

- I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact HCA DBHR Contract Task Order Manager.
 - a. **Source of Funds as identified on the A&R/FSI document:** In the event this agreement is being funded partially or in full through Cooperative Agreement, the full and complete terms and provisions of which are hereby incorporated into this Contract. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract **K6935**.
 - b. **Period of Availability of Funds:** Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in **A&R/FSI document** unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.
 - c. **Single Audit Act:** A sub-awardee (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200, Subpart F and 45 CFR 75, Subpart F. A sub-awardee who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200, Subpart F and 45 CFR 75, Subpart F.
 - d. **Modifications:** This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
 1. Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:
 - i. Deviations from the budget and Project plan.
 - ii. Change in scope or objective of the agreement.
 - iii. Change in a key person specified in the agreement.
 - iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
 - v. Need for additional funding.
 - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
 - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
 2. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.
 - e. **Sub-Contracting:** The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any

other project federal, state, and local requirements.

- f. *Condition for Receipt of Health Care Authority Funds:* Funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.
- g. *Unallowable Costs:* The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
- h. *Supplanting Compliance:* Federal Grants will not be used to supplant state funding of substance use disorder prevention and treatment programs. (45 CFR § 96.123(a)(10)).
- i. *Citizenship/Alien Verification/Determination:* The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
- j. *Federal Compliance:* The sub-awardee shall comply with all applicable state and federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
- k. *Civil Rights and Non-Discrimination Obligations* During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101- 6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

HCA Federal Compliance Contact Information

Federal Grants and Budget Specialist Health Care Policy
Washington State Health Care Authority
Post Office Box 42710
Olympia, Washington 98504-2710

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

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200, Subpart F and 45 CFR 75, Subpart F		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

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

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

- I. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

- I. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- II. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;
- III. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- IV. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- V. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- VI. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

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

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

3. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education

or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

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

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

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

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

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

- I. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- II. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- III. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.
- IV. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- V. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- VI. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by HCA.

- VII. The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- VIII. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- IX. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- X. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, HCA may terminate this transaction for cause or default.

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

- I. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 7(I)(b) of this certification; and
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.
- II. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Director
Please also print or type name: Jody L Jacobsen	
ORGANIZATION NAME: (if applicable)	DATE

ATTACHMENT 6: SAMHSA FEDERAL GENERAL TERMS AND CONDITIONS

SAMHSA Grants Management:

Recipients must comply with standard terms and conditions for the fiscal year in which the grant was originally awarded. Grant fiscal years are included on the A&R/FSI Document.

Grant awards issued with funds from SAMHSA are subject to legally binding requirements called standard terms and conditions. These are provided by HHS. By drawing funds from the Payment Management System, the grantee agrees to the terms and conditions of the award.

Recipients are responsible to ensure they are following the most updated guidance. Guidance is regularly updated and posted <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>

It is Contractor's sole responsibility to ensure that it is aware of, and in compliance with, the updated SAMHSA guidance referenced above.

ATTACHMENT 7: SOR III – H79TI085727 TERMS AND CONDITIONS

SOR 2022 Special Terms and Conditions

1. Only U.S. Food and Drug Administration (FDA) – approved products that address opioid use disorder and/or opioid overdose can be purchased with Opioid SOR grant funds.
2. Medication for Opioid Use Disorder (MOUD) using one of the FDA-approved medications for the maintenance treatment of opioid use disorder. MOUD includes methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.
3. SOR grant funds must be used to fund prevention, harm reduction, treatment, and recovery support services and evidence-based practices that are appropriate for the population(s) of focus.
4. SOR funds shall not be utilized for services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, ((e.g., HHS, CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA)), and non-federal funds, third party insurance, and sliding scale self-pay among others.
5. SOR funds for treatment and recovery support services shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.
6. Funds may not be expended through the grant or a subaward by any agency which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoproduct formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

7. Procurement of DATA waiver training is not allowable use of SOR funds as this training is offered free of charge from SAMHSA at pcssnow.org. No funding may be used to procure DATA waiver training by recipients or subrecipients of SOR funding.
8. SOR funds shall **not** be utilized to provide incentives to any Health Care Professional for receipt of a Data Waiver or any type of Professional Development Training.
9. SOR funds may **not** be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder and stimulant use disorder. SOR funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory and public policy requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
10. Subrecipients must also comply with SAMHSA’s standard funding restrictions, included below.

SAMHSA Standard Funding Restrictions

HHS codified the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*, 45 CFR Part 75. In Subpart E, cost principles are described and allowable and unallowable expenditures for HHS recipients are delineated. 45 CFR Part 75 is available at <https://ecfr.federalregister.gov/current/title-45/subtitle-A/subchapter-A/part-75>.

Unless superseded by program statute or regulation, follow the cost principles in 45 CFR Part 75 and the standard funding restrictions below.

You may also reference the SAMHSA site for grantee guidelines on financial management requirements at

<https://www.samhsa.gov/grants/grants-management/policies-regulations/financial-management-requirements>.

SAMHSA grant funds may not be used to:

- A. SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana).
- B. Pay for promotional items including, but not limited to, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags (See 45 CFR 75.421(e)(3)).

- C. Pay for the purchase or construction of any building or structure to house any part of the program. Minor alterations and renovations (A&R) may be authorized for up to \$150,000 or 5% of the overall indirect costs (whichever is more) of a given budget period for existing facilities, if necessary and appropriate to the project. Minor A&R may not include a structural change (e.g., to the foundation, roof, floor, or exterior or loadbearing walls of a facility, or extension of an existing facility) to achieve the following: Increase the floor area; and/or, change the function and purpose of the facility. All minor A&R must be approved by SAMHSA.
- D. Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b).
 - a. Note: A recipient or treatment or prevention provider may provide up to \$30 non-cash incentive to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required follow-up interview. For programs including contingency management as a component of the treatment program, clients may not receive contingencies totaling more than \$75 per budget period. The contingency amounts are subject to change.
- E. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the Special Terms and Conditions. (See <https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-food/index.html>)
- F. General Provisions under Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act Public Law 116-260, Consolidated Appropriations Act, 2021, Division H, Title V, Section 527, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
- G. **Salary Limitation:** The Consolidated Appropriations Act, 2021 (Public Law 116-260), Division H, Title II, Section 202, provides a salary rate limitation. The law limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate more than Executive Level II, which is \$203,700. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to your organization. This salary limitation also applies to subrecipients under a SAMHSA grant or cooperative agreement. Note that these or other salary limitations will apply in the following fiscal years, as required by law.

AUG 15 2023



AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 08/15/2023

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

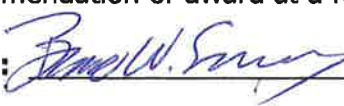
This item is the public opening of bids received for the Lower Dungeness River Levee Slope Repair Project.

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. Funds have already been allocated for 2023 expenditure, and they will be reimbursed through the existing project grant.

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

That the Commissioners publicly open all bids received for this project, then refer them to DCD & Public Works for review, tabulation & recommendation of award at a future Commissioners

County Official signature & print name: , Bruce Emery

Name of Employee/Stakeholder attending meeting: Joe Donisi & Bruce Emery

Relevant Departments: DCD & Public Works

Date submitted: 08/09/2023

* 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)

NOTICE OF INVITATION FOR BIDS

4a
JUL 24 2023

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 East Fourth Street, Room 150, Port Angeles, Washington until 10:00 a.m., Tuesday, **August 15, 2023**, at which time they will be publicly opened and read aloud for:

The work includes levee slope slump repairs and earthwork, and other related work as part of the Lower Dungeness River Levee Surfacing Project contract.

Complete plans and specifications may be obtained from the Clallam County web site at www.clallamcountywa.gov. Questions regarding this project may be directed to Gus Kays at (206) 695- 6941.

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL – Lower Dungeness River Levee Slope Repair Project**". Address bid proposal to: Board of Clallam County Commissioners, 223 E. 4th St., Ste. 4, Port Angeles, WA 98362 or hand-deliver to 223 E. 4th St., Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will bids received by facsimile or e-mail.

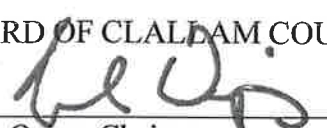
Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any and all bids and to waive informalities in the process or to accept the bid which in its estimation best serves the interests of Clallam County.

Clallam County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids 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.

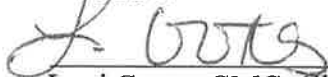
The attached contract plans, these contract provisions and the Standard Specifications for the above-described project are hereby

APPROVED THIS 25th DAY OF July, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

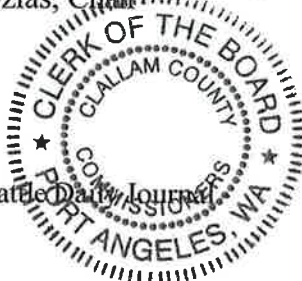

Mark Ozias, Chair

ATTEST:



Loni Gores, CMC, Clerk of the Board

Please Publish: Peninsula Daily News/Seattle Daily Journal
Please Bill: Clallam County DCD



7/28, 8/4 & 8/11



AGENDA ITEM SUMMARY

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

30
AUG 15 2023

Department: Public Works

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 08/15/2023**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

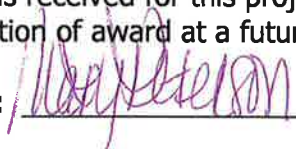
This item is the public opening of bids received for the Downtown Sekiu Sewer Main Replacement Project.

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

This item is included in the 2023 budget for the Clallam Bay/Sekiu Sewer (41401)

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

That the Commissioners publicly open all bids received for this project, then refer them to Public Works for review, tabulation & recommendation of award at a future Commissioners

County Official signature & print name:  Mary Peterson for Joe Donisi

Name of Employee/Stakeholder attending meeting: Bonnie Laubach & Ron Garcelon

Relevant Departments: Public Works

Date submitted: 08/09/2023

* 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)

5a
NOTICE OF INVITATION FOR BIDS

JUL 24 2023

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 East Fourth Street, Room 150, Port Angeles, Washington until 10:00 a.m., Tuesday, **August 15th, 2023**, at which time they will be publicly opened and read aloud for:

Downtown Sekiu Sewer Main Replacement. The work includes sewer gravity main repair and replacement work, manhole replacement, and side sewer repair along Post Road(#18360, Mile Post 0.00 to 0.03), Rice Street(#18420, Mile Post 0.00 to 0.09), Division Street(#18480, Mile Post 0.00 to 0.05), Commercial Street(#18520, Mile Post 0.00 to 0.09), Washington Street(#91470A, Mile Post 0.28 to 0.40), Thomson Street, and Front Street(91470A, Mile Post 0.40 to 0.66), in Sekiu, WA, and other related work.

Complete plans and specifications may be obtained from the office of the Public Works Department, Courthouse, 223 E. 4th St., Ste. 6, Port Angeles, WA 98362, (360) 417-2319. Questions regarding this project may be directed to Bonnie Laubach at (360) 417-2311.

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL – Downtown Sekiu Sewer Main Replacement**". Address bid proposal to: Board of Clallam County Commissioners, 223 E. 4th St., Ste. 4, Port Angeles, WA 98362 or hand-deliver to 223 E. 4th St., Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will bids received by facsimile or e-mail.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any and all bids and to waive informalities in the process or to accept the bid which in its estimation best serves the interests of Clallam County.

Clallam County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids 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.

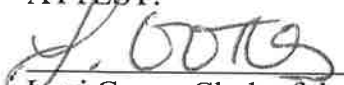
The attached contract plans, these contract provisions and the Standard Specifications for the above-described project are hereby

APPROVED THIS 25th DAY OF July, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS


Mark Ozias, Chair

ATTEST:


Loni Gores, Clerk of the Board



Please Publish: Peninsula Daily News -
Seattle Daily Journal of Commerce -

July 28th, August 11th & August 4th
July 28th, August 11th & August 4th



4a

AGENDA ITEM SUMMARY

AUG 15 2023

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

Department: Parks, Fair, and Facilities

WORK SESSION ☒ **Meeting Date: 08.07.2023**

REGULAR AGENDA ☒ **Meeting Date: 08.15.2023**

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

Item summary:

- | | |
|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # N/A |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance Project | ☐ Final Ordinance ☒ Other: Call for Bids Courthouse VAV Upgrade. |

Documents exempt from public disclosure attached: ☐

Executive summary: Notice to call for bids: Courthouse VAV Upgrade Project #2009FAC.

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 for this project have been approved in the 2023 Reet Capital. Project proposed cost \$750,000.00.**

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

Parks, Fair, and Facilities Department recommend approval of this project. Approve notice.

County Official signature & print name: Rick McFarlen Rick McFarlen.

Name of Employee/Stakeholder attending meeting: Rick McFarlen.

Relevant Departments: Parks, Fair, and Facilities Department.

Date submitted: 07.31.2023.

* Work Session Meeting - Submit 1 single sided/not stapled copy
#2009FAC,2023

Agenda Item Summary Call for BIDs Courthouse VAV Project

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

Revised: 3-04-2019

CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT
NOTICE OF CALL FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners 223 East Fourth Street, Room 150, Port Angeles, Washington until **10:00 a.m. on Tuesday, September 12, 2023** for:

CLALLAM COUNTY
-VAV Replacement Project-

complete drawings and specifications may be obtained from Pen Print, Inc., Phone 360.457.3404. All bidding and related questions shall be directed to John Hunt, Hunt Engineering Services, Inc., Phone: 206.842.6947 or Email: johnhunt@hunteng.com.

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL - CLALLAM COUNTY - VAV Upgrade Project**". Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents received late by the Commissioners' Office, delivered to other offices, received by fax or email or by any other means will not be considered. **Late bids will be returned unopened.**

Note: All Bids shall include a 5% Bid Bond on a form approved by Clallam County.

Clallam County hereby notifies all bidders 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 bids 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.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any or all bids and to waive minor informalities in the process or to accept the bid, which in its estimation best serves the interests of Clallam County.

Bidders on Washington State Dept. of Labor & Industries or federal debarment list are prohibited from bidding on this project.

Construction Timeframe: 220 Calendar Days from Agreement Approval

A pre-bid walk-through will be conducted on Tuesday, August 29, 2023@ 2:00 PM. All interested bidders are to meet at the project site, located at 223 East 4th Street, Port Angeles, WA. This will be the only opportunity for bidders to review the as-built conditions. Owner and/or the Owners representative will be on site throughout the afternoon to answer questions and provide access for bidders. A bidder's absence **will be** considered as part of the Bidder responsibility criteria as set forth in the Specifications and Contract Documents.

APPROVED this _____ day of _____ 2023.

**BOARD OF CLALLAM COUNTY
COMMISSIONERS:**

ATTEST:

Mark Ozias, Chair

Loni Gores, Clerk of the Board

Publish: **August 18th and 25th, 2023(PDN)**

Bill to: Parks, Fair and Facilities Dept.

END OF SECTION 00100

**Clallam County Parks, Fair &
Facilities Department**

Clallam County Courthouse
-VAV Upgrade-

Located at the Clallam County Courthouse
Port Angeles, WA

PROJECT NUMBER:
#2009FAC

August 2023

Consultant:

Hunt Engineering Services, Inc.
9560 Moran Rd. NE
Bainbridge Island, WA 98110
Phone: 206.842.6947
Email: johnhunt@hunteng.com

Owner Representative:

Clallam County Parks, Fair & Facilities Department
223 East 4th Street, Suite 7
Port Angeles, WA 98362
Contact: Rick McFarlen, Director
Phone: 360.460.6947
Email: rmcfarlen@co.clallam.wa.us

For the:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair
Randy Johnson
Mike French

PROJECT MANUAL

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00400	SUPPLEMENTAL BID FORMS
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00600	GENERAL CONDITIONS OF THE CONTRACT

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CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT
NOTICE OF CALL FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners 223 East Fourth Street, Room 150, Port Angeles, Washington until **10:00 a.m. on Tuesday, September 12, 2023** for:

CLALLAM COUNTY
-VAV Replacement Project-

Complete drawings and specifications may be obtained from Pen Print, Inc., Phone 360.457.3404. All bidding and related questions shall be directed to John Hunt, Hunt Engineering Services, Inc., Phone: 206.842.6947 or Email: johnhunt@hunteng.com.

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL – CLALLAM COUNTY – VAV Upgrade Project**". Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents received late by the Commissioners' Office, delivered to other offices, received by fax or email or by any other means will not be considered. **Late bids will be returned unopened.**

Note: All Bids shall include a 5% Bid Bond on a form approved by Clallam County.

Clallam County hereby notifies all bidders 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 bids 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.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any or all bids and to waive minor informalities in the process or to accept the bid, which in its estimation best serves the interests of Clallam County.

Bidders on Washington State Dept. of Labor & Industries or federal debarment list are prohibited from bidding on this project.

Construction Timeframe: 220 Calendar Days from Agreement Approval

A pre-bid walk-through will be conducted on Tuesday, August 29, 2023 @ 2:00 PM. All interested bidders are to meet at the project site, located at 223 East 4th Street, Port Angeles, WA. This will be the only opportunity for bidders to review the as-built conditions. Owner and/or the Owners representative will be on site throughout the afternoon to answer questions and provide access for bidders. A bidder's absence will be considered as part of the Bidder responsibility criteria as set forth in the Specifications and Contract Documents.

APPROVED this _____ day of _____ 2023.

**BOARD OF CLALLAM COUNTY
COMMISSIONERS:**

ATTEST:

Mark Ozias, Chair

Loni Gores, Clerk of the Board

Publish: **August 18th and 25th, 2023(PDN)**

END OF SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINITIONS

1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. Bidding Requirements include Advertisement and Notice of Call for Bids, Instructions to Bidders, Bid Forms, Sample Contract Forms, and Supplementary Instructions. Contract documents consist of Agreement or Contract Form between Owner and Contractor, Conditions of the Contract including General, Supplementary, Drawings, Plans, Specifications and all Addenda issued prior to execution of the Contract.

1.2 Addenda are written or graphic instructions issued by the Owner or Owner's representative Engineer, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.3 A Bid is a properly completed and signed proposal to do the work for sums stipulated and submitted in accordance with the Bidding Documents.

1.4 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform work described as the base to which work may be added or deleted for sums stated in Alternate Bids.

1.5 An Alternate Bid is an amount stated in the Bid to be added or deducted from the Base Bid if Alternate work is accepted.

1.6 A Unit Price is an amount stated in the Bid as a price per unit for materials, equipment, or service as described in Bidding Documents.

1.7 A Bidder is a person or entity who submits a Bid.

1.8 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of work.

ARTICLE 2 BIDDER'S REPRESENTATION

2.1 By making a Bid, the Bidder represents that the Bidder has visited the site and become familiar with local conditions under which the work is to be performed, has read and understands all Bidding and Contract Documents, and correlated personal observations with the requirements of the proposed contract documents. Site visits shall be as stated on Notice of Call for Bids.

2.2 The Bid is based upon materials, equipment, labor and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

3.1.1 Bidders may obtain complete sets of Bidding Documents from the location(s) designated in the Advertisement or Notice of Call for Bids in the number, and for the deposit sum, if any stated therein (limit of 2 sets per contractor). The deposit sum will be refunded to Bidders who submit a bonafide Bid and return Bidding Documents in good condition within ten days after receipt of Bids. A bidder receiving the Contract Award may retain Documents and deposit will be returned.

3.1.2 Bidders shall use complete sets of Bidding documents in preparing Bids; neither Owner nor Owner's representative Engineer assumes responsibility for errors or misrepresentations resulting from use of incomplete Bidding Documents.

3.1.3 In making copies of the Bidding Documents available, the Owner and/or Owner's representative Engineer, do so for the purpose of obtaining Bids and do not confer a license or grant permission for any other use of the Bidding Documents.

3.1.4 Copies of bidding documents and specs are available for review in Parks Office, Room 180 in the Historic Courthouse.

3.2 Interpretation or correction of Bidding Documents

3.2.1 The Bidder shall carefully examine the Bidding Documents, examine the site and local conditions, and compare them with other work being bid concurrently or presently under construction to the extent that it relates to work being Bid, and shall at once report to the Owner and/or Owner's representative Engineer errors, inconsistencies, or ambiguities discovered.

3.2.2 The Bidder and sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to Owner and/or Owner's representative Engineer at least seven days prior to the date of receipt of Bids.

3.2.3 Changes in the Bidding Documents will be made by Addendum and changes made in any other manner will not be binding and Bidders shall not rely upon them.

3.3 Substitutions

3.3.1 The materials, equipment, products described in the Bidding Documents establish a standard of function, dimension, appearance and quality to be met by any substitution.

3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by Owner or Owner's representative Engineer at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the materials or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contractors that incorporation of the proposed substitution would require, shall be included. The burden or proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Owner approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

3.3.5 Should any proposed product substitution require any redesign work by the Owner and/or Engineer or his consultations to accommodate the substitute product, costs for such redesign work shall be included in the Bid amount and shall be paid to the Engineer or Owner at his usual rates for the time expended in the required redesign work.

ARTICLE 4 BIDDING PROCEDURES

4.1.1 Bids shall be submitted on forms identical to ones included in the Bidding Documents; shall have all blanks filled out in ink (typed or manually); with sums expressed in words and figures where indicated

with words governing; and all alternates and unit prices bid. If alternates do not change Base Bid, enter "no change".

4.1.2 Interlineations, alterations and erasures must be initialed by signer of the Bid.

4.1.3 Bid shall include legal name of Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall give the state of incorporation or corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 Bid security

4.2.1 Each Bid shall be accompanied by a bid security in a.) cash, b.) cashier's check/money order, c.) certified check, or d.) Surety Bond in the amount of 5% of the total Bid amount. Bid security shall be in form required, pledging that the Bidder will enter a Contract with the Owner on the terms stated in the Bid, and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Bid security of the lowest three Bidders may be retained by Owner for a period not to exceed 30 days following opening of Bids. All other Bidders' securities shall be returned within ten days of date of receipt of bids. Should Bidder fail to enter into a Contract or furnish bonds where required, the amount of Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.2 Surety Bond shall be written on required forms and the attorney-in-fact who executes the bond shall affix to the Bond a certified and current copy of the power-of-attorney.

4.3 Submission of bids

4.3.1 Bids, Bid Security and other documents required to be submitted with the Bid shall be enclosed in a sealed, opaque envelope marked with the notation "BID PROPOSAL" with project name clearly marked on the outside of the envelope. The envelope shall be addressed to the party receiving the Bids as identified in the Advertisement or Notice Call for Bids and include the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with notation "BID PROPOSAL ENCLOSED" and the project name on the face thereof.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after time and date will be returned unopened. The Bidders shall assume full responsibility for timely delivery at location designated for receipt of Bids.

4.3.3 Oral, telephone, telegraphic, or fax Bids are invalid and will not receive consideration.

4.4 Modification or withdrawal of Bid

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period of thirty days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these instructions to Bidders.

4.4.4 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 Bids received on time and properly identified will be opened and read aloud at the Board of Commissioners meeting held immediately after the time and date for receipt of Bids as advertised in Notice Call for Bids.

5.2 The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

5.3 The Owner may determine that a Bidder is not responsible and reject his proposal for any of the reasons found in Clallam County Code Chapter 3.12.

5.4 Bid award

5.4.1 It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owners judgment, is in the Owner's best interests.

5.4.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

6.1 Contractor's Qualification Statement - Bidders to whom award of a Contract is under consideration shall submit to the Owner or Owner's representative Engineer, upon request, a properly executed Contractor's Qualification Statement in the form requested by the Owner.

6.2.1 Submittals - The Bidder shall, within three days of notification of selection for the award of a Contract, furnish the Owner or Owner's representative Engineer in writing if not required to be included on the Bid Proposal Form:

1. Work to be performed by Bidders own forces
2. A complete list of sub-bidders or sub-contractors to be used to complete this project
3. Name of project superintendent or foreman to be used
4. Names of manufacturers, products, and supplies of principal items or systems proposed for the Work.

6.2.2 Prior to award of the Contract, the Owner, or Owner's representative Engineer, will notify Bidder if Owner has a reasonable objection to a person or entity proposed by Bidder. If Owner has an objection, the Bidder may (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost, if any, occasioned by the substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of withdrawal or disqualification, the Bid Security will not be forfeited.

6.2.3 Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the work for which they were proposed and shall not be changed except with the written consent of the Owner.

6.2.4 A copy of Contractor's UBI Certification shall be submitted with the signed agreement.

ARTICLE 7 PERFORMANCE AND PAYMENT BOND

7.1 Bond requirements

7.1.1 The Bidder shall furnish bonds covering faithful performance and payment of all obligations as described in the Bidding Documents and all bonds shall be paid for by the Bidder and costs shall be included in Bid.

7.2 Time of delivery and form of bonds

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph 7.2.1.

7.2.2 Unless otherwise provided, the bonds shall be written on forms provided by Owner, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum plus sales tax.

7.2.3 The bonds shall be dated on or after the date of the Contract.

7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT

8.1 Form to be used

8.1.1 The Agreement for the Work shall be the completed sample included in the Bidding Documents and shall be signed by the Bidder within ten days of notice by the Owner of award of Contract to the Bidder.

END OF SECTION 00200

BID PROPOSAL FORM

Project Name: Clallam County Courthouse VAV Upgrade Project
Project Number(s): #2009FAC

To: CLALLAM COUNTY PARKS, FAIR & FACILITIES DEPARTMENT

Submission of this bid proposal certifies that the Undersigned has examined the project site and the conditions of work; and has carefully read and thoroughly understands the Bidding Documents governing the work embraced in this project, and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said Bidding Documents and agrees to accept as payment for said work the amounts indicated below under Bid Proposal. The base bid shall include all work except that indicated in the Alternates.

The Undersigned acknowledges that payment will be based on the actual work performed, as measured or provided for in accordance with the said contract documents; Base Bid, Alternates and Unit Prices shall not include State of Washington Sales Tax. Contractor shall pay state sales tax and the County will pay appropriate sales tax to the contractor. Appropriate sales tax is to be added to invoice amounts after award of bid.

BID PROPOSAL

1. BASE BID AMOUNT:

_____ dollars(\$_____).

2. ALTERNATE BID AMOUNT:

_____ dollars(\$_____).

3. TOTAL BID:

_____ dollars(\$_____).

CONTRACTOR'S CERTIFICATION OF BIDDING & CONTRACT DOCUMENTS

By signing this form, the Contractor certifies that based on the Contractor's knowledge and review, that the Contractor finds the Bidding Contract Documents sufficiently complete and in sufficient detail to perform the work required.

NON-COLLUSION STATEMENT

By signing this proposal, the Contractor certifies that he/she has not participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this project for which this proposal is submitted.

NON-DISCRIMINATION

The Contractor hereby agrees to not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age or presence of any sensory, mental or physical disability.

INDEPENDENT CONTRACTOR STATEMENT

The Contractor certifies that 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, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor.

ADDENDA

Receipt of Addenda(s) numbered _____
is hereby acknowledged and all costs of the Work therefore have been included in the Bid Proposal.

BIDDER NAME AND SIGNATURE

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made, and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: _____

Address: _____ Telephone () _____

Contractor's License No. _____ Exp.Date _____

The firm submitting this proposal is a: _____
Sole Proprietorship
Corporation
Partnership

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED) _____
_____(Seal)

FIRM NAME _____

END OF SECTION 00300

ARTICLE 1 - STATEMENT OF BIDDER'S QUALIFICATIONS

Upon notification of intent to award bid, Contractor shall complete and submit the below information within three days of notification by Owner.

1. Name of Bidder: _____
2. Business Address: _____
3. How many years has said bidder been engaged in the contracting business under the present firm name? _____
4. Contracts now in hand (Gross Amount): _____
5. General character of work performed by said company: _____
6. List of more important projects constructed by said company, including approximate costs and dates: _____
7. List of company's major equipment: _____
8. Bank references: _____
9. Department of Labor and Industries Firm No.: _____
10. Department of Revenue Registration: _____

Name of Bidder

Title

By

Date

ARTICLE 2 - STATEMENT OF PROPOSED SUB-CONTRACTORS AND MAJOR MATERIAL SUPPLIERS

The Contractor shall submit a complete list of all major material suppliers and a sub-contractor's list within three days of notification of Bid award or upon request by the Owner. NOTE: Per RCW39.30.060, projects expected to cost one million dollars or more are required, as part of the Bid or within one hour after the published Bid submittal time, to submit a subcontractor list. Failure to submit this information shall render the Bid Nonresponsive. (See RCW39.30.060 for full text)

SUB-CONTRACTOR'S LIST:

<u>NAME & ADDRESS</u>	<u>DESCRIPTION OF WORK/MATERIAL</u>

MATERIAL SUPPLIERS LIST:

<u>MATERIAL SUPPLIERS</u>	<u>DESCRIPTION OF WORK/MATERIAL</u>

ARTICLE 3 - RETAINAGE INVESTMENT OPTION DECLARATION

CONTRACTOR: _____

PROJECT NAME: **Clallam County Courthouse VAV Upgrade Project**

PROJECT NO.: **#2009FAC**

DATE: _____

Pursuant to RCW 60.28.011, as amended, you may choose how your Retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the County will hold your Retainage as described in "Current Expense" Option 1 below:

- _____ 1. Interest Bearing Account: The County will deposit Retainage checks in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work is completed, or until agreed to by both parties. Interest on the account will be paid to you.
- _____ 2. Escrow/Investments: The County will place the Retainage checks in escrow with a bank or trust company until thirty days following the final acceptance of the improvement or work as completed. When the moneys reserved are to be placed in escrow, the County will issue a check representing the sum of the moneys reserved payable to the bank or trust company and you jointly. This check will be converted into bonds and securities chosen by you and approved by the County and these bonds and securities will be held in escrow. Interest on these bonds and securities will be paid to you as interest accrues.
- _____ 3. The Contractor may at his/her option choose to not submit a performance bond and agrees to a 50% Retainage in lieu of a performance bond. Retainage to be released when Contract is complete and all paperwork submitted. (Pertains to projects under \$35,000.00 only)

Retainage is normally released 30-60 days after final acceptance of work by the County, or following receipt of Labor and Industries Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

(Title)

ARTICLE 4 - PERFORMANCE AND PAYMENT BOND FORM

PERFORMANCE BOND FOR CLALLAM COUNTY, WASHINGTON

Bond No. _____

WE, _____ d/b/a _____
(Insert legal name of Contractor) (Insert trade name of Contractor, if any)

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **CLALLAM COUNTY, WASHINGTON** (hereinafter "County"), as Oblige, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. _____ between Principal and County, which total is **initially** _____ Dollars (\$ _____), for the payment of

which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents. Said contract (hereinafter referred to as "the Contract") is for _____ and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. _____ between the below-named Contractor and County for _____, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

- (1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.
- (2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.
- (3) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:
 - (a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
 - (b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
 - (c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default,

including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or

(d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

(4) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Clallam County, Washington.

(5) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Clallam County, and to the extent required under RCW Ch. 39, all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by the Contract.

(6) No rider, amendment or other document modifies this Bond except as follows, which is hereby incorporated herein.

(7) Surety shall give to Principal and to County not less than sixty (60) days' prior written notice by certified mail, return receipt requested, of the effective date of the expiration or cancellation of this bond.

(8) Principal must provide County with a replacement bond, acceptable to County, not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition (7).

(9) If Principal fails to provide the replacement bond not less than thirty (30) days before the effective date of this bond's expiration or cancellation as specified in the Surety's notice provided pursuant to Condition (7) above, such failure shall constitute a default under this bond, for which County may make a claim, and Surety shall be obligated to make immediate payment under this bond of all sums.

SURETY'S QUALIFICATIONS: Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-:VII in A. M. Best's Key Rating Guide.

INSTRUCTIONS FOR SIGNATURES: This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed. **A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.**

FOR THE SURETY:

By _____
(Signature of Attorney-in-Fact)

(Type or print name of Attorney-in-Fact)

(Type or print telephone number for Attorney-in-Fact)

FOR THE PRINCIPAL:

By: _____
(Signature of authorized signer for Contractor)

(Type or print name of signer for Contractor)

(Type or print title of signer for Contractor)

STATE OF _____)
COUNTY OF _____)

ss: **ACKNOWLEDGMENT FOR CONTRACTOR**

On this _____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, the person described in and who executed the foregoing bond, and acknowledged to me that _____ signed and sealed said bond as the free and voluntary act and deed of the Contractor so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond for the Contractor named therein. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public) _____
(Print or type name of Notary Public)
Notary Public in and for the State of _____ residing at _____
My commission expires _____ **SEAL →**

STATE OF _____)
COUNTY OF _____)

ss: **ACKNOWLEDGMENT FOR SURETY**

On this _____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary Public) _____
(Print or type name of Notary Public)
Notary Public in and for the State of _____ residing at _____
My commission expires _____ **SEAL →**

ARTICLE 5 - INDUSTRIAL INSURANCE PREMIUMS AND CONFESSION OF JUDGMENT

1. The contractor shall pay, and is responsible for payment of, all industrial insurance premiums that become due and payable to the Washington State Department of Labor and Industries (Department) pursuant to Title 51, RCW, whether such premiums are attributable to the contractor or its subcontractors.
2. In the event that Clallam County is required to make industrial insurance premiums to the Department due to the failure, neglect or refusal of the contractor to make payment as required herein, the contractor authorizes Clallam County to take judgment against it, and the contractor hereby confesses judgment, in the amount which Clallam County is required to pay the Department pursuant to Title 51, RCW to satisfy contractor's liabilities hereunder. The contractor confesses judgment in an amount equal to the entire industrial insurance premium liability due to the Department on behalf of the contractor and its subcontractors hereunder, less any premium payments previously made to the Department by the contractor.
3. The contractor expressly agrees that the amount confessed herein was expressly negotiated and that the amount due to Clallam County for satisfying contractor's obligations to the Department hereunder is due, justly due or to become due.
4. Until such time as Clallam County is actually reimbursed for industrial insurance premiums paid to the Department due to the failure, neglect or refusal of the contractor to meet its obligations hereunder, the contractor shall be debarred from bidding on any projects for which Clallam County solicits bids.

Corporate:

State of _____)
County of _____) ss

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ (*president, vice president, secretary, treasurer, or other authorized officer or agent, as the case may be*) of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(CORPORATE SEAL)

(Contractor's Signature)

(Title)

Notary Public in and for the State of Washington
Residing at _____

Individual:

State of _____)
County of _____) ss

On this day personally appeared before me _____ to me known to be the individual, or individuals described herein and who executed the within and foregoing instrument, and acknowledged that he (*she or they*) signed the same as his (*her or their*) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this _____ day of _____, 20_____.

(Contractor's Signature)

(Title)

Notary Public in and for the State of Washington
Residing at _____

ARTICLE SIX – INSURANCE CERTIFICATE - SAMPLE

FORM 05 07 08 PW-ROADS		CLALLAM COUNTY, WA CERTIFICATE OF INSURANCE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
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INSURED (Legal name and business address)	CERTIFICATE HOLDER: CLALLAM COUNTY, WASHINGTON PUBLIC WORKS DEPARTMENT COURTHOUSE 223 EAST FOURTH ST. STE. 7 PORT ANGELES, WA 98362	CONTRACT NUMBER DATE ISSUED:			
PROJECT DESCRIPTION / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS:					
This is to certify that policies of Insurance listed below have been issued to the Insured named above for the policy period indicated.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	Date Policy Effective (MM/DD/YY)	Date Policy Expires (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occurrence ☐ Owner's & Contractors Protection Deductible \$				General Aggregate \$ Products Comp/Ops Aggregate \$ Personal & Advertising Injury \$ Each Occurrence \$ Fire Damage (Any One Fire) \$ Medical Expense (Any One Person) \$
	AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Garage Liability Deductible \$				CSL \$ Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$
	EXCESS LIABILITY ☐ Other Than Umbrella Form				Each Occurrence \$ Aggregate \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY \$ (Each Accident) \$ (Disease Policy Limit) \$ (Disease-Each Employee)
	OTHER				
ADDITIONAL PROVISIONS					
CLALLAM COUNTY is included as additional insured as related to the above-mentioned project. Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company must deliver or mail not less than a 45 days written notice to the above Certificate Holder, per RCW 48.18.290					
COMPANIES AFFORDING COVERAGE			ISSUING COMPANY, AGENT OR REPRESENTATIVE		
NOTE: Attach a separate sheet to this certificate giving all the company names and their percentage of coverage, if clarification is needed.			NAME:		
A			ADDRESS:		
B			Authorized Signature		
C			Title		
D			Signature Date		
E			Signee Name		
Company Letter			Telephone No.		

END OF SECTION 00400

SUPPLEMENTAL BID FORMS

ARTICLE 1 - The Bid Bond format listed below shall be used by Bidders when submitting their Bid Bond.

KNOW ALL MEN BY THESE PRESENTS, that we

(here insert full name & address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

(here insert full name & address or legal title of Surety)

a corporation duly organized under the laws of the
State of as Surety, hereinafter called the Surety,
are held and firmly bound unto

(here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

(here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the Prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

day of

20

(Witness)

(Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Witness)

(Title)

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Project Name: Clallam County Courthouse VAV Upgrade Project
Project Number(s): #2009FAC

This agreement is entered into between Clallam County, a political subdivision of the State of Washington, hereafter called "County" and **Contractor name and address**, hereinafter called "Contractor". The Owner and Contractor agree as set forth below:

1. This Agreement is comprised of the Bidding Documents, Contract Documents, the Agreement, Plans and Specifications as described in the Contract Documents, Addenda issued prior to execution of this Agreement and modifications issued after execution of this Agreement.
2. The Contractor shall execute the entire work described in the Bidding and Contract Documents.
3. The date of commencement is the date the Contractor receives a signed copy of this Agreement by the Board of Commissioners which shall be considered the notice to proceed.
4. **The Contractor shall achieve Substantial Completion of the entire work no later than MONTH/DATE/YEAR subject to adjustments provided for in the Contract Documents. All work shall meet Final Completion no later than MONTH/DATE/YEAR.**
5. The Owner shall pay the Contractor in current funds for Contractor's performance of the Contract the Contract Sum of **Dollars & Cents (\$0.00)**, subject to additions and deductions as provided in the Contract Documents.
6. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
Alternates/Unit Pricing:

Alternate #1:

Unit Price #1:

7. Progress Payments
 - a. The Owner shall make progress payments to the Contractor on account of the Contract Sum as provided for below and elsewhere in the Contract Documents.
 - b. The Contractor shall submit Application for Payment on AIA Document G702 forms not more than once per month or Contractor's own form with same information found on G702 Forms.
 - c. The Contractor shall submit Application for Payment prior to the last day of each calendar month to the Owner or Owner's Representative Engineer.
 - d. The Owner shall make progress payments within 15 calendar days of receipt of Application for Payment and certification that work has progressed satisfactorily.
 - e. Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner or Owner's Engineer may require. This schedule, unless objected to by the Owner or Owner's Engineer, shall be used as a basis for reviewing the Contractor's Applications for payment.
 - f. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
 - g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - ☐ Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total

Contract Sum allocated to that portion of the Work in the schedule of values, less Retainage of five percent. Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

- ☐ Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction less Retainage of five percent.
- ☐ Subtract the aggregate of previous payments made by the Owner; and
- ☐ Subtract amounts, if any, for which the Owner or Engineer has withheld or nullified a Certificate of Payment as provided in the General Conditions.

8. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct non-conforming Work as provided in the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a Final Certificate for Payment has been issued by the Owner or Owner's Representative Engineer; such final payment shall be made by the Owner not more than 30 days after the issuance of the Owner or Owner's Representative Engineer's final Certificate for Payment, punch list is completed and all close-out paperwork and documents have been submitted to the Owner including Department of Revenue clearance.

9. Other documents, if any, forming part of the Contract Documents are as follows:

A. UBI Certification # _____(copy to be attached to Agreement)

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2022.

CONTRACTOR:

Name

(By)

(Its)

Date: _____, 2022

OWNER:

Clallam County Commissioners

Mark Ozias, Chair

Attest:

This Contract has been Approved As To Form by the
Clallam County Prosecuting Attorney

Loni Gores, Clerk of the Board

END OF SECTION 00500

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1 GENERAL PROVISIONS

1.1 Definitions

1.1.1 Contract Documents - consist of Agreement between Owner and Contractor, General Conditions of the Contract, Supplemental Conditions, Bidding Documents, Bonds, Drawings and Specifications, Addenda, approved Alternates, and modifications issued after execution of the Agreement.

1.1.2 The term Work means the construction and services required by the Contract Documents and include all labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.

1.1.3 The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work.

1.1.4 The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment construction systems, standards and workmanship for the Work and performance of related services.

1.1.5 The Project Manual is the volume assembled for the work which includes the Bidding Documents including Call for Bids and Instructions to Bidders, and Contract Documents.

1.2 Execution, Correlation and Intent

1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement.

1.2.2 Execution of the contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.6 The apparent silence of the specifications or plans as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of first quality are to be used. All interpretations of these specifications shall be made on the basis above stated.

1.3 Ownership of Documents

1.3.1 The Drawings, Specifications and other documents prepared by the Owner or Owner's Engineer are instruments of the Owner's service through which the Work to be executed by the Contractor is described. The Owner shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright.

ARTICLE 2 OWNER

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Owner shall furnish surveys, utility locations, or other records that the Owner has presently on file or presently knows of to the contractor upon request. The Owner will not provide additional surveys, layouts or locations unless specifically stated elsewhere in the Contract Documents.

2.1.3 The Owner shall be responsible for obtaining the septic permit as it relates to this project.

2.1.4 The Owner shall have additional responsibilities enumerated herein.

2.1.5 If the Contractor fails to correct Work or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 3 CONTRACTOR

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner and shall at once report to the Owner errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized (or should have recognized) such error, inconsistency or omission and knowingly failed to report it to the Owner. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.1.3 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner at once.

3.1.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3.1.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.1.6 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.1.7 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.1.8 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.1.9 The Contractor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.1.10 The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, with the exception of the septic permit that has already been obtained by the Owner.

3.1.11 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.1.12 If the Contractor observes that portions of the Contract Documents are at variance with codes, the Contractor shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate modification.

3.1.13 If the Contractor performs Work knowing or should have known it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.1.14 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.1.15 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.1.16 The Contractor shall provide the Owner access to the Work in preparation and progress wherever located.

3.1.17 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless, the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or

resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

3.1.18 With respect to performance of this agreement and as to claims against the county, its elected and appointed officers, agents and employees, the Contractor expressly waives its immunity under Title 51 RCW, the Industrial Insurance Act, as now and 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. This waiver is mutually negotiated by the Owner and Contractor.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 The Owner's project manager shall be the administrator of the contract unless the Owner has agreement for Architectural services.

4.1.1 The Architect is the person lawfully licensed to practice Architecture or an entity lawfully practicing Architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer. Consent shall not be unreasonably withheld.

4.1.3 The Architect will provide administration of the Contract as described in the Contract documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period. The Architect will advise and consult with the Owner. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.1.4 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check observations as an Architect, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.1.5 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.1.6 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts to the Owner who has final approval and authority.

4.1.7 The Architect, with Owner's approval, will have authority to reject Work which does not conform to the Contract documents. Whenever the Architect, with Owner's approval, considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect, with Owner's approval, will have authority to require additional inspection or testing of the work. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.1.8 The Architect will review and, with Owner's approval, approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

4.1.9 The Architect, with the Owner's approval, will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the work as provided in Paragraph 7.1.4.

4.1.10 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

ARTICLE 5 SUBCONTRACTORS

5.1 Definitions

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

5.1.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not, after due investigation, the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply promptly shall constitute notice of no reasonable objection.

5.1.3 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection.

5.1.4 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.1.5 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and

redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 6 CONSTRUCTION BY OWNER

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

6.1.2 The Owner shall provide for coordination of the activities of the Owner's own forces.

6.1.3 If part of the Contractor's Work depends, for proper execution or results, upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

ARTICLE 7 CHANGES IN THE WORK

7.1.1 Changes in the work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order.

7.1.4 A Change Order is a written instrument prepared by the Owner or Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

1. a change in the Work,
2. the amount of the adjustment in the Contract Sum, if any, and
3. the extent of the adjustment in the Contract Time, if any.

ARTICLE 8 TIME AND LIQUIDATED DAMAGES

8.1.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.1.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance to be

furnished by the Contractor. The date of commencement of the Work shall be not changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.1.3 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, then the Contract time shall be extended by Change Order.

8.1.4 Should the Contractor fail to complete the Work within the Contract Time, the Owner will sustain damage.

8.1.5 Therefore, the parties agree that the Contractor shall pay the Owner, as liquidated damages and not as penalty, an amount as follows, which shall be considered to be the amount of the damage sustained by the Owner on account of the condition specified and shall continue to be paid until the condition specified is met.

8.1.6 It is agreed by the parties that **time is of essence in this agreement** and, if the date of final completion is delayed, the Owner will be damaged. The exact amount of the damage will be difficult to calculate, but will include such items as outside leases, loss of efficient function, and inconvenience to the public and to the Owner. **It is agreed between the parties that the amount of damages will be Two Hundred Fifty Dollars and No Cents (\$250.00) per calendar day from Final Completion date as designated on the Form of Agreement between Owner and Contractor.** The Owner may deduct the sum of such liquidated damages from any moneys due or that may become due the Contractor; or if such moneys are insufficient, the Contractor or his Surety or Sureties shall pay the difference.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.1.2 Before the first Application for Payment, the Contractor shall submit to the Owner or Architect a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Owner or Architect may require. This schedule, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.1.3 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner or Architect, if one is used, an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies or requisitions from Subcontractors and material suppliers, and reflecting Retainage if provided for elsewhere in the Contract Documents.

9.1.4 Such applications may include requests for payment on account of changes in the work which have been properly authorized by Change Orders.

9.1.5 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.1.6 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work.

9.1.7 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.1.8 The Owner shall determine the payment amount to be made to the Contractor.

9.1.9 At the time each month stipulated in the Owner/Contractor Agreement, the Owner shall pay to the Contractor an amount equal to ninety-five percent (95%) of the value of labor and material incorporated in the work, all as approved by the Architect in accordance with the provisions of the Contract Documents; such amount paid to the Contractor shall be less the total of all previous payments and deductions provided for in the Contract Documents. The five percent (5%) withheld shall be Retainage, which shall be paid as provided hereinafter. The percentage of contract retained shall be five percent (5%) pursuant to RCW Chapter 60.28, as amended. Thirty days after final acceptance of the completed work, the balance due will be paid, provided,

- a. The work is fully completed.
- b. Certification has been received by the Owner from the State Department of Labor and Industries, as to payment of prevailing wages, in conformance with laws.
- c. Certification has been received by the Owner from the State Department of Revenue that all taxes have been paid, no tax lien may exist, and
- d. The Contractor warrants to the Owner all claims by materialmen and workmen, if any, for unpaid charges against the work have been satisfied, and
- e. To hold the Owner harmless from all liens on the completed work.

In the event these provisions are not met, the Owner may pay a percentage of the Retainage, holding back that quantity of money for materialmen and laborer's liens, tax liens, cost and attorney's fees to defray the cost of foreclosing all other liens, costs, and Engineer's fee to defray cost of additional Construction Administration services.

After the award of a Contract for public improvement or work for which retained percentages are required to be reserved under the provisions of RCW 60.28.010., Owner shall require the Contractor to exercise in writing, one of the options listed in RCW 60.20.010.

Retained amounts shall be paid into an escrow account, if requested, in a financial institution chosen by the Contractor and approved by the Owner, the interest earnings from which shall accrue to the benefit of the Contractor.

9.1.10 Final payment will not be made by the Owner until all contract conditions and requirements have been fulfilled and all forms and certificates are received in full.

9.1.11 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner or Architect will promptly make such inspection, and when Owner and Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if, in fact, the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless by written agreement of the Owner and Contractor.

10.1.3 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby;
2. the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors, and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.1.4 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.1.5 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.1.6 When use or storage of explosive or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.1.7 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations.

10.1.8 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.1.9 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

10.1.10 The Contractor agrees to comply with Chapter 49.18 RCW providing that no laborer, workman, or mechanic in the employ of the Contractor, Subcontractor, or other person doing or contracting to do the work or any part of the work contemplated by the Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that, in cases of extraordinary emergency, such as

danger to life or property, the hours of work may be extended, but in such cases shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to the Owner. Contractor further agrees the said Contract is terminable in case the Contractor shall violate the provisions of such act.

ARTICLE 11 INSURANCE & BONDS

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
7. claims involving contractual liability insurance applicable to the Contractor's obligations.

11.1.2 The Contractor shall name the Owner, the Engineer, their consultants, and their officers, agents, and employees, as additional insured on the insurance policies, except the workers' or workmen's compensation policy. The Contractor shall obtain from the Owner and Engineer the list of names to appear on the insurance policies.

11.1.3 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

1. Workers' Compensation;
 - a. State: Statutory
 - b. Applicable Federal (e.g. Longshoremen, harbor Work, Work at or outside U.S. Boundaries): Statutory
 - c. Employer's Liability: \$2,000,000.00
 - d. Benefits Required by Union labor contracts: as applicable
 - e. Include all-states endorsement
2. Comprehensive General Liability (Including Premises-Operations; Independent Contractor's Protective, Products and Completed Operations; Broad Form Property Damage):
 - a. Bodily Injury:
 - \$1,000,000.00 Single Limit Per Occurrence
 - Full Contract Amount Aggregate, Products and Completed Operations
 - b. Property Damage: Course of Construction Insurance
 - Full Contract Amount Each Occurrence
 - Full Contract Amount Aggregate

- c. Products and Completed Operations Insurance shall be maintained until 30 days after final completion
 - d. Property Damage Liability Insurance shall include coverage for the following hazards: Vandalism, Fire, Explosion, Collapse, and Underground
 - e. Contractual Liability:
 1. Bodily Injury: \$1,000,000 Each Occurrence
 2. Property Damage:
 - Full Contract Amount Each Occurrence
 - Full Contract Amount Aggregate
 - f. Personal Injury with Employment Exclusion Deleted: \$1,000,000.00 Aggregate
3. Comprehensive Automobile Liability (Owned, Non-owned, Hired):
 - a. Bodily Injury:
 - \$1,000,000.00 Each Person
 - \$1,000,000.00 Each Occurrence
 - b. Property Damage: \$500,000.00 Each Occurrence
 4. If possible, all of the above insurance coverage shall be carried with the same insurance company.

11.1.4 Certificates of Insurance acceptable to the Owner shall be filed with the Owner and the Architect prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, the Architect, the Contractor, and the Owner's insurer. Certificates shall be furnished in duplicate and stipulate all coverage required, and the Contractor shall furnish to the Owner and the Architect copies of all endorsements that are subsequently issued amending coverage or limits.

11.1.5 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made.

11.1.6 Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

11.1.7 The Contractor shall secure and pay for performance and payment bonds issued by a bonding company, licensed to transact business in the locality of the project, on a Bond Form executed in pursuance to Chapter 39.08 Revised Code of Washington. The Bond Form must comply with all requirements of the Owner's attorney.

The surety bond shall be in the following penal sums:

- Performance Bond 100% of agreement sum, including Washington State Sales Tax
- Labor and Material 100% of agreement sum, including Washington State Sales Tax
- Four copies of Bond Certification required.

11.1.8 The Contract Bond or an equivalent Maintenance Bond shall continue in full force until final acceptance of the Work by the Owner.

11.1.9 The Contractor guarantees the excellence of both workmanship and material, and the payment of all obligations incurred until the Work is finally accepted and for (30) days thereafter, and until the provisions of the Contract Documents are fulfilled.

11.1.10 For the projects under \$25,000.00, Contractor may agree to a 50% Retainage fund in lieu of providing a performance bond. The Retainage fund to be held by the County until work is complete, all paperwork is turned in and state releases signed and returned to County.

ARTICLE 12 WARRANTY

12.1.1 The Contractor shall warranty all labor, materials and work performed for a period of 1 year from date of final completion.

ARTICLE 13 LAW, SUCCESSORS, TESTS

13.1.1 The contract shall be governed by law of the place where project is located.

13.1.2 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.1.3 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.1.4 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.1.5 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority and shall bear all related costs of tests, inspections and approvals. The contractor shall give the Owner timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.1.6 If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures.

13.1.7 If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures.

13.1.8 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.

ARTICLE 14 TERMINATION

14.1.1 The Owner may terminate the Contract if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

ARTICLE 15 PREVAILING WAGES

15.1.1 **REQUIRED: CONTRACTOR TO FILE STATEMENT OF INTENT TO PAY PREVAILING WAGES AND AFFIDAVIT OF WAGES PAID.** The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries of the State of Washington. The prevailing wage rates for the locality or localities where this Contract will be performed shall be determined by the Industrial Statistician of the Department of Labor and Industries, and are, by reference, made a part of this contract as though fully set forth herein. Current prevailing wage data is furnished by the Industrial Statistician.

15.1.2 **Statement of Intent to Pay Prevailing Wages:** The Contractor, on or before the date of commencement of work, shall complete, file and pay for a statement under oath with the Owner and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen or mechanics employed upon the work by the Contractor or Subcontractor which shall be not less than the prevailing rate of wage. (State Form LI 700-29), State of Washington, Department of Labor and Industries, "Statement of Intent to Pay Prevailing Wages on Public Contract" form. Such statement and any subsequent statements shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries. Therefore, the Contractor shall familiarize himself with this form and all its requirements. The Owner will not distribute any payments until all required certified copies of such forms are received.

15.1.3 It is the responsibility of the Contractor to require all his Subcontractors to complete and pay for "Statement of Intent to Pay Prevailing Wages" forms, submit these documents to the Department of Labor and Industries for certification and forward certified copies to the Owner as proof that the prevailing wage requirements of RCW 39.12.040 have been satisfied. Additional forms may be obtained from the Department of Labor and Industries, Industrial Relations Division, General Administration Building, Olympia, Washington 98504, and from all 15 service locations of the Department of Labor and Industries.

15.1.4 Each voucher claim submitted by a Contractor for payment on a project estimate shall state that prevailing wages have been paid in accordance with the pre-filed statement or statements of intent on file with the Department of Labor and Industrial Statistician.

15.1.5 The Contractor and Subcontractors shall further certify that:

- a. He has not employed or retained any company or person (other than a full-time bona fide employee working solely for the offer) to solicit or receive this Contract and
- b. He has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offer) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this Contract; and

- c. He has not been asked or otherwise coerced, either expressed or implied, into contributing funds, for any purpose as a condition to doing business with the Owner; and
- d. He agrees to furnish information relating to items 1, 2 and 3 as requested by the contracting officer.

15.1.6 It is further agreed that in case any dispute arises as to what are the prevailing wages for the work of a similar nature and such dispute cannot be adjusted by the parties involved, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State, and his decision therein shall be final, binding and conclusive on all parties involved in the dispute.

15.1.7 Upon completion of a Public Works Project, the Contractor, for himself and on behalf of all Subcontractors, shall file "Affidavit of Wages Paid" forms. Forms properly executed by the Contractor and all Subcontractors shall be submitted with proper payment to: Department of Labor and Industries, Industrial Insurance Division, Underwriting Section, General Administration Building, Olympia, WA 98504. Each "Affidavit of Wages" must be certified by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the Owner. Copies of all required statements must be on file with the Owner before the retained percentage is released.

15.1.8 Upon completion of a Public Works project, the Contractor shall file a "Release for the Protection of Property Owner and General Contractor" form (LI 206-83 release 1-67) with the Department of Labor and Industries. The Owner will not disburse final payment or the Retainage to the Contractor until a release has been issued by the Department of Labor and Industries. Contractor shall pay for all costs of obtaining and filing all Labor and Industries forms.

ARTICLE 16 OFFSHORE ITEMS

16.1.1 In compliance with RCW 39.25, the Contractor shall furnish the Owner a certified statement setting forth the nature and source of Offshore items in excess of \$2,500 which have been utilized under each prime contract in the performance of the work. "Offshore Items" are those items procured from sources beyond the territorial boundaries of the United States including Alaska and Hawaii. This certified statement is mandatory and shall be received before final payment is made on the contract.

ARTICLE 17 PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES

17.1.1 Pursuant to Chapter 62, Laws of 1973, 1st Ex. Session, those provisions of federal, state and local statutes, ordinances, and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect, or are affected by, the herein described project are, to the extent they are reasonably obtainable, as follows: RCW 43.21.030; RCW 90.58.140; RCW 90.58.320; and RCW 70.94.152. Conform with the provisions thereof.

ARTICLE 18 DISCRIMINATION

18.1.1 The Contractor, by entering this contract, agrees that Discrimination in all phases of employment is prohibited by Title VII of the Civil Rights Act of 1964, Presidential Executive Order 11375, the Washington State Law Against Discrimination, Chapter 49.60 RCW, and by Gubernatorial Executive Orders 66-1 and 70-01, among other laws and regulations.

18.1.2 During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, marital status, or

the presence of any physical, sensory or mental handicap, nor shall the Contractor commit any of the other unfair practices defined in RCW 79.60, the Washington State Law Against Discrimination.

2. The Contractor will, in all solicitations or advertisements for employees, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, sexual orientation, age, marital status, or the presence of any physical, sensory, or mental disability.
3. The Contractor will send to each labor union, employment agency, or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of the Contractor's commitments under this contract and RCW 49.60, the Washington State Law Against Discrimination.
4. The Contractor will permit access to its books, records and accounts, and to its premises by the Owner or the Washington State Human Rights Commission for the purpose of investigation to ascertain compliance with these specifications.
5. The Contractor will include the provisions of clauses 1. through 4. above in every Subcontract or purchase order, so that such provisions will be upon each Subcontractor or vendor.

ARTICLE 19 COUNTY/CONTRACTOR RELATIONSHIP

19.1.1 In the event that either the state or federal government determines that an employer-employee relationship exists, rather than an independent contractor relationship, such that Clallam County is deemed responsible for federal withholding, social security contributions 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 based upon the following formula:

Total amount to be reimbursed = Deduction from payment / Number of payments remaining

Notwithstanding a determination by the state or federal government that an employer-employee relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Clallam County provides to its employees, including, but not limited to, vacation and medical benefits.

19.1.2 The status of the Contractor hereunder is that of an independent contractor and the Contractor shall not be construed to be an employee of Clallam County. As an independent contractor, the Contractor is not entitled to any benefits available to employees of Clallam County and the Contractor is responsible for withholding any moneys required to be withheld from the Contractor's employees pursuant to local, state, or federal law including, but not limited to, worker's compensation, social security, and taxes.

END OF SECTION 00600

GENERAL REQUIREMENTS

1. SUMMARY OF WORK

- A. Contract Description: The work of this contract includes:
1. Clallam County Courthouse.
 - (1) Remove 12 fan powered terminal units, 24 VAV terminal units and 1 master vav box serving basement level offices. Demolition includes associated ductwork and electrical.
 - (2) Remove all hydronic piping serving the removed terminal units. Removal of piping includes header piping. Hydronic piping installed in the 2020 HVAC Replacement project remains and will be reconnected to new hydronic header piping.
 - (3) Replace removed units with new terminal units, including associated ductwork, and new electrical connections and homeruns to panel IP2B.
 - (4) Provide hePEX hydronic tubing and valve trains for all replaced terminal units with hot water coils, including associated header piping. Reconnect existing hydronic piping that remains and connect new hydronic piping to 1-1/2" piping from the mechanical room.
- B. The Contractor is responsible for verifying all systems, assemblies, and details of construction prepared by the Owner or Owner's consultant as being appropriate to and within the standard practices of the building trades involved. The Contractor and all of his subcontractors and sub-subcontractors shall have reviewed all documents thoroughly and shall report any/all discrepancies, irregularities, and items that differ from standard practices during the bidding phase. The Contractor shall be responsible to ensure proper coordination between the Owner and all trades and all the corresponding documentation directing those trades. The Contractor shall also be responsible for confirmation of all manufacturers' instructions and special requirements of the use and application of their products.

2. WORK NOT IN CONTRACT

- A. 'NIC' (Not in Contract) items are as follows:

1. See drawings.

3. CONTRACTOR USE OF PREMISES

- A. The Contractor shall have access only to the areas where the new work is to be executed. The Contractor shall coordinate with the Owner for staging, power outages, construction, and parking during construction, which will be limited to the area of Work. Work times and dates shall be scheduled and approved by the Owner prior to start of work.
- B. Given the nature of the day-to-day operations of this facility, it is imperative that all scheduling of work be approved beforehand by Owner.

4. UNIT PRICING

- A. See Bid Forms, Section 00300
- B. Unit Prices: As approved on final Section 00500 Form of Agreement Between Owner and Contractor.

5. ALTERNATES

- A. Alternates quoted on Bid Forms, Section 00300, will be reviewed and accepted or rejected at the Owner's option.

- B. Coordinate related Work as required for a proper installation of all the Work of this Contract.
- C. Alternates: As approved on final Section 00500 Form of Agreement Between Owner and Contractor.

6. COORDINATION

- A. Coordinate scheduling, submittals, trades, and Work of the various sections of specification to ensure efficient and orderly sequence of installation of interdependent construction elements with a minimum of public service disruption.

7. WORKING HOURS

- A. Working hours shall be per the Contractor's set time frame(s).
- B. The Owner has no timeframe requirements, although the Owner must be notified a minimum of 36 hours before any construction work so that proper signage and notification can be given to the public.

8. EXAMINATION

- A. Verify that existing conditions are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

9. PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

10. SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, Subcontractor or supplier; and pertinent Contract Document references.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents, prior to submitting the submittal for review by the Owner or Owner's Representative Engineer.
- C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- D. Revise and submit submittals as required; identify all changes made since previous submittal.
- E. Submit a minimum of three (3) copies.

11. QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality, or when no level of quality is specified, perform Work as would be standard for a “custom” installation.
- B. Comply with manufacturers’ instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

12. TOLERANCES

- A. Monitor tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply fully with manufacturers’ tolerances.

13. REFERENCES

- A. Conform to reference standards applicable for each system, product, or assembly as commonly applied to each trade or discipline for this type of work and level of quality specified or implied, by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Owner before proceeding.

14. ELECTRICITY

- A. Power is available in some locations, but not available on the roof. Contractor must provide his/her own electrical generating equipment if/when needed, and provide an approved barrier between power generating equipment and roof membrane.

15. LIGHTING FOR CONSTRUCTION PURPOSES

- A. Lighting is available in some locations but not on the roof. Contractor must provide his/her own electrical generating equipment for lighting if/when needed, and provide an approved barrier between power generating equipment and roof membrane.

16. WATER

- A. Contractor may use existing water as available at facility and in proximity to the project. Any equipment modification required to accommodate the Contractor’s needs shall be at the Contractor’s cost. Modifications shall only be made with approval of the County and equipment shall be returned to its original condition or better at the conclusion of the work.

17. SANITARY FACILITIES

- A. The Contractor shall supply temporary toilet facilities at a mutually agreed upon location with the Owner.

18. PROJECT SAFETY

- A. At a minimum, the Contractor shall erect and maintain an orange construction fence, or an alternative acceptable to the Owner, around the entire area of work, and provide temporary

closures for protection of adjacent existing conditions, and barriers and signage to protect the public from construction hazards, including any overhead work. Prior to leaving the site in the evening the Contractor shall inspect and insure all fencing and barriers adequately protect the public from the safety hazards created by the work of this project in the Work area.

- B. Contractor shall provide barrier beneath any/all equipment subject to fluid leakage. Any equipment or machinery liquid that leaks on the asphalt shall be cleaned immediately at the Contractor's expense.

19. PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.

20. SECURITY

- A. Provide security and facilities to protect Work and Owner's operations from unauthorized entry, vandalism, or theft. There is no on-site security.

21. PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain construction area in a clean and orderly condition. Contractor is responsible for all costs involved in waste removal and the site must be cleaned up at the end of each work day.

22. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to Final Completion review if applicable.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

23. PRODUCTS

- A. Products: means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components specifically identified for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer for components being replaced and/or added in addition to existing components, e.g. lighting, switches, receptacles, etc.

24. TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturer's instructions.

25. CONTRACT CLOSE-OUT PROCEDURES

- A. Submit written certification that the Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with the General Conditions and the Contract Documents and ready for Owner inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum/Price previous payments, and amount remaining due.
- C. Complete and submit all required documentation, covered in this Project Manual, and the drawings.
- D. At completion of project the Contractor shall provide three (3) copies of Maintenance & Operation (M&O) manuals which shall be divided by Section and include all major components used in detail, submittals and warranties. Manuals shall be delivered in hard back 3-ring binders with the project name and number on the cover.
- E. Submit Substantial Completion Form – Section 01070.

26. FINAL CLEANING

- A. Execute final cleaning prior to final inspection. Precautions should be made to minimize air-borne dust particles on existing equipment and throughout the office environment.
- B. Thoroughly clean all surfaces exposed to view, and remove waste and surplus materials, rubbish, and construction facilities from the site.

27. TESTING AND ADJUSTING

- A. Perform any/all testing of installed as per Manufacturer's recommendations if applicable.

28. WARRANTIES

- A. Provide triplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers in 3-ring binders with labels. This may be included with Maintenance & Operations (M&O) manuals.
(See 25. D. above)
- B. Submit prior to final application for payment

29. WA STATE L&I PREVAILING WAGE

- A. This project is subject to WA State L&I Prevailing Wage Rates. Certified Payroll will be required.
- B. All required Intents and Affidavits of wages paid must be submitted prior to Owner request from the State for retainage release.

END OF SECTION 01001

PROJECT: Clallam County Courthouse
VAV Upgrade Project

Owner/Arch/Eng: Clallam County
Project Number: #2009FAC

TO:

Contractor:

Contract for:

Contract Date:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____, 20____, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION:

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner/Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Owner/Architect/Engineer is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

ARCHITECT/ENGINEER	BY	DATE
The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above Date of Substantial Completion		

CONTRACTOR	BY	DATE
The Owner accepts the Work, or designated portion thereof, as substantially complete and will assume full possession thereof at _____ p.m. on _____, 20____.		

OWNER	BY	DATE
-------	----	------

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) ^{5a} AUG 15 2023

Department: DCD

WORK SESSION ☒ **Meeting Date: 8-7-2023**

REGULAR AGENDA ☒ **Meeting Date: 8-15-2023**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Clallam County Planning Commission has completed its review and public hearing process regarding revisions to the Clallam County Landscaping Ordinance. The Planning Commission held a public hearing on July 5, 2023 and voted 6-1, and one member absent, to forward the Landscaping Ordinance to the Board of County Commissioners. The Board may now review the ordinance for adoption and move forward with their public hearing process. The changes to the ordinance include the following:

1. Purpose Statement – States the need for landscaping and the intent for landscape regulations as it relates to development.
2. Applicability - States what types of development is required to meet the landscaping standards.
3. Landscape Plan - States what the minimum landscape plan is required to have when submitted for review.
4. Landscape Requirements – Landscape requirements for commercial and industrial development, and residential subdivisions within an Urban Growth Area when abutting non-urban growth area zones.
5. Parking Lot Landscape Requirements – Minimum landscape requirements for all parking lots, and an incentive to place parking lots to the rear of the building to reduce landscape requirements.
6. Screening of Refuse Disposal Dumpsters – Requirement to screen or enclose all trash dumpsters.
7. Plant Standards – Minimum tree and plant size requirements.
8. Alternative Landscape Plan – Allows the Administrator the authority to accept an alternative landscape plan or modification from the landscape standards.

* 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)

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?)
Discuss the proposed ordinance and approve a Call for Hearing.

County Official signature & print name:  Bruce Emery

Name of Employee/Stakeholder attending meeting: Donella Clark, Principal Planner

Relevant Departments: DCD

Date submitted: 8-2-2023

PUBLIC HEARING
Proposed Ordinance titled "Landscaping Requirements"

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners will conduct a public hearing on Tuesday, August 29, 2023 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The hearing may also be attended by Zoom by going to <https://zoom.us/join> or by calling 253-215-8782 and then enter Meeting ID: 875 561 7844 Passcode: 12345. The purpose of the public hearing is to receive public testimony on proposed changes to the Clallam County Zoning code, amending and adding definitions to the Sign Ordinance.

SUMMARY OF PROPOSAL: Clallam County is proposing revisions to the Landscaping Requirements Ordinance in order to update the purpose statement and applicability of the standards, define the minimum requirements for a landscape plan, update landscaping requirements for commercial use, industrial use, and residential subdivision in Urban Growth Areas, add minimum landscaping for parking lots, require screening or enclosure of all trash dumpsters, add minimum tree and plant size requirements, allow administrative authority to accept alternative landscape plan or modification from the standards.

HOW TO COMMENT: All persons wishing to comment are welcome to either submit their written comments before the hearing is commenced or present written and/or oral comments in person during the public hearing. Written comments should be sent to the Clallam County Board of Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362-3015.

DOCUMENTS AND INFORMATION: Copy of the Ordinance is available for review at the Clallam County Department of Community Development located in the Clallam County Courthouse at 223 E. 4th Street, Port Angeles, WA or <https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>.

In compliance with the Americans with Disabilities Act (ADA), appropriate aids and/or reasonable accommodations will be made available upon request. Requests must be received by the Commissioner's office (Phone: 360-417-2233; see address above) at least 7 days prior to the hearing. The facility is considered "barrier free" and accessible to those with physical disabilities.

Publish: August 12 and 19th

Bill: Dept. of Community Development

Loni Gores, Clerk of the Board



CLALLAM COUNTY
Department of Community Development
County Courthouse
223 E. 4th St., Suite 5
Port Angeles, WA 98362-3015

MEMO

TO: Clallam County Planning Commission

FROM: Donella Clark, Principal Planner

RE: Proposed Landscaping Ordinance

The current Landscaping Requirements Code was adopted in 1995 and amended in 1996. Department of Community Development (DCD) staff had identified a need to revise the code and began the process in 2018. A draft ordinance was forwarded to the Board of County Commissioners and a public hearing held on May 15, 2018. The BOCC voted to table the Landscaping Ordinance to have the following issues resolved:

- When tree and shrub obtain maturity the spacing proposed within the visual buffer and visual screens would not fit within the area provided.
- The Landscaping Ordinance was too inflexible.
- There should be mechanisms for rectifying landscaping that was not successful.
- A vision triangle should be provided for corner lots.
- Excessive landscaping requirement could impact the limited commercial and industrial area within Clallam County.
- Visual screens or buffers should be provided between more intensive development with the Urban Growth Area and Limited Area of More Intensive Rural Development (LAMIRD) and Rural Areas.
- The Landscaping Ordinance was not provided to the Permit Advisory for review.

Staff revised the ordinance in January 2023, promoting an ordinance that allowed for a more functional landscape design as it related to streetscapes and the desire to strengthen commercial and industrial landscape requirements when abutting residential zoning districts. Instead of requiring standard widths of landscaping visual screens and visual buffers (one size fits all), the revised ordinance was written to allow the reduction of the width visual screens from 15 to 10 feet and the visual buffer from 10 to 5 feet by utilizing fencing, decorative block walls, berms, and/or hedges.

The revised ordinance also provides more flexibility through alternative visual screens, visual buffers or alternative landscape plans that would be reviewed by DCD or the Hearing Examiner. This allows custom landscape plans with larger and smaller visual buffers and screens, or different plant sizes based on the potential of nuisances, type of development, location of the proposal, etc.

The revised ordinance also provides more flexibility on the size of plants provided, which is intended to allow the use of younger plants that are easier to establish while still ensuring that landscaping provides protections between uses and provides visual enhancement of development. The revised ordinance also allows the use of aerial cover of trees and shrubs for visual screens and buffers, which is intended

to allow the ultimate size and width of trees and shrubs to be utilized to ensure that these plants will fit within the landscaping areas provided.

DCD added a general lighting section in Section 33.53.090 to address lighting issues. Currently DCD addresses lighting issues through SEPA by issuing a Mitigation Determination of Non-Significance since there are no county lighting standards.

DCD has also provided a copy of the Washington State University Extension Selective Plants for Screens and Hedges published in 2015 & other sources. This provides information on the height and width of trees and shrubs that is useful in determining appropriate plants for visual screens and visual buffers, and aerial cover of trees and shrubs.

LETTER OF TRANSMITTAL

To: Clallam County Board of Commissioners

From: Department of Community

Subject: Transmittal to BOCC: Findings and Conclusions regarding revisions to Title 33.53 Landscaping Requirements

Dear Commissioners:

The Clallam County Planning Commission has completed its review and public hearing process regarding revisions to CCC 33.53 Landscaping Requirements. The Planning Commission completed its review and approved its final recommendations to forward to the BOCC at its meeting on July 5, 2023. I am transmitting herewith the findings and recommendations of the Commission on this proposed Ordinance:

FINDINGS OF FACT:

1. In 2018 the Planning Commission forwarded a draft ordinance to the Board of County Commissioners. The BOCC held a public hearing on the proposed amendments on May 15, 2018.
2. The BOCC voted to table the Landscaping Ordinance to have the following issues resolved:
 - When tree and shrub obtain maturity the spacing proposed within the visual buffer and visual screens would not fit within the area provided.
 - The Landscaping Ordinance was too inflexible.
 - There should be mechanisms for rectifying landscaping that was not successful.
 - A vision triangle should be provided for corner lots.
 - Excessive landscaping requirement could impact the limited commercial and industrial area within Clallam County.
 - Visual screens or buffers should be provided between more intensive development with the Urban Growth Area and Limited Area of More Intensive Rural Development (LAMIRD) and Rural Areas.
 - The Landscaping Ordinance was not provided to the Permit Advisory for review.
3. In 2023 the Planning Commission held five workshops (January 18, February 15, March 15, April 19, and May 3) on a revised landscaping ordinance to address the BOCC concerns.
4. On May 3, 2023 the Planning Commission scheduled this matter for a public hearing to be conducted June 21, 2023.

5. DCD issued a SEPA Threshold Determination of Non-Significance on May 16, 2023 with the comment period ending June 1, 2023.
6. On May 22, 2023 staff attended the Board of County Commissioners Work Session to inform the Board of the proposed revisions and the upcoming public hearing.
7. Legal notice was published twice in the Peninsula Daily News, Sequim Gazette, and Forks Forum prior to the public hearing.
8. The public hearing was conducted on June 21, 2023. One comment was received recommending definitions be added to clarify language in the code, recommended a reduction of landscaping for multi-family developments to promote and facilitate affordable housing, and also suggested the standards be reviewed against the requirements of the Wildlands-Urban Interface Code (WAC 51.55), as the new state requirements might conflict with the planting of vegetation near buildings.
9. Staff was directed to provide a strike and underscore format reflecting changes incorporating comments from the public hearing at the next PC meeting. Staff was also directed to provide research into the impacts and possible conflicts between the draft ordinance and requirements of the Wildlands-Urban Interface Code.
10. The public hearing was continued to July 5, 2023. Staff provided a summary of the changes that were requested and the Commissioners discussed the ordinance for clarity.
11. Four individuals provided testimony regarding the ordinance. Annie O'Rourke asked if she could have a copy of the revised text and asked about the effects of WUI on the landscaping ordinance. Apryl Kramer provided comment regarding noxious weeds needing to be removed in landscape buffers. Ms. Kramer also noted the County has not enforced existing codes and her home is lit up like Las Vegas from an adjacent development. Ed Telenick commented that this ordinance is not going to matter since there is no enforcement in the County. Michael Rigsby provided comments regarding the need for fencing in the code since currently it is not being high enough.
12. Following a discussion the Planning Commission requested minor changes to the draft ordinance on July 5, 2023 meeting and voted 6-1, with 1 member absent, for the Draft Landscaping Requirements Ordinance be forwarded to the BOCC for consideration.
13. Based on the above facts and findings, and the attached proposed revisions to CCC 33.53 Landscaping Requirements, the Planning Commission adopts and transmits the following conclusion to the Clallam County Board of Commissioners.

CONCLUSION: The Clallam County Planning Commission concludes that the proposed Ordinance shall be included in the zoning code to:

1. Purpose Statement – States the need for landscaping and the intent for landscape regulations as it relates to development.
2. Applicability - States what types of development is required to meet the landscaping standards.
3. Landscape Plan - States what the minimum landscape plan is required to have when submitted for review.
4. Landscape Requirements – Landscape requirements for commercial and industrial development, and residential subdivisions within an Urban Growth Area when abutting non-urban growth area zones.
5. Parking Lot Landscape Requirements – Minimum landscape requirements for all parking lots, and an incentive to place parking lots to the rear of the building to reduce landscape requirements.
6. Screening of Refuse Disposal Dumpsters – Requirement to screen or enclose all trash dumpsters.
7. Plant Standards – Minimum tree and plant size requirements.
8. Alternative Landscape Plan – Allows the Administrator the authority to accept an alternative landscape plan or modification from the landscape standards.

Ordinance _____

Amending Title 33, Zoning, Chapter 33.53, Landscape and Lighting Requirements, of the Clallam County Code, to repeal all section of Chapter 33.53, Landscape Requirements and replace with the following:

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 1. Section 33.53.010, Purpose, is created to read as follows:

The landscaping and lighting requirements specified in this chapter are intended to foster aesthetically pleasing development which will protect and preserve the appearance and character of the county. These regulations are intended to increase the compatibility of adjacent land uses due to development by minimizing the potential for noise, light, odor, visual, and stormwater impacts created from such uses.

Section 2. Section 33.53.020, Applicability, is created to read as follows:

The standards set forth in this chapter shall apply to all new and expanding development except for single family residential development. Table 33.53.020 provides the standard landscaping requirements required between existing and proposed uses.

Table 33.53.020 Perimeter Landscaping Between Existing and Proposed Uses¹

Proposed Use	Existing Adjacent Use						
	Rural Residential Zoned	Urban/LAMIRD ⁴ Subdivisions	Multi-family, RV & MH Parks	Public & Recreational Use	Utility Building & Facilities	Commercial & Light Industrial ²	Com, Ind, & outdoor processing ³
	Rural Residential Subdivisions	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)		[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)
	Urban/LAMIRD ⁴ Subdivisions	[M] LS(15) or Bar+ LS(10)		[M] LS(15) or Bar+VB(5)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)
	Multi-family	[M] LS(15) or Bar+ LS(10)		[L] LS(10) or Bar+ VB(5)		[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)
	RV & MH Parks	[M] LS(15) or Bar+ LS(10)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+VB(5)		[M] LS(10) or Bar+VB(5)	[M] LS(15) or Bar+ VB(10)
	Public & Recreational Use	[M] LS(15) or Bar+VB(10)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)	[M] LS(15) or Bar+ VB(10)
	Utility Buildings & Facilities	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)	[M] LS(15) or Bar+VB(10)		[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)
	Commercial & Light Industrial ²	[H] LS(20) or Bar+ LS(15)	[M] LS(15) or Bar+VB(10)	[M] LS(15) or Bar+VB(10)	[L] LS(10) or Bar+ VB(5)	[L] LS(10) or Bar+ VB(5)	
	Com, Ind, & outdoor processing ³	[H] LS(25) or Bar+ LS(15)	[H] LS(25) or Bar+LS(15)	[H] LS(25) or Bar+ LS(15)	[H] LS(20) or Bar+ LS(10)	[L] LS(10) or Bar+ VB(5)	

Potential Nuisance potential between uses

Low [L]

Moderate [M]

High [H]

Standard Width (number of feet) and type landscaping

LS= Landscape Screen

Bar= fence, wall, berm, or hedge

VB= Visual Buffer

(#)=Required Standard Landscaping Width in Feet

Footnotes

1. Landscaping Requirement for Zoning CUP will be based on the most similar use and determined by the Hearing Examiner

2. Commercial Use within a fully enclosed structures, and Light Industrial Use defined in Section 33.03.010(50)CCC

3. Commercial Use (not within fully enclosed building), Industrial Use defined in Section 33.03.010(47) CCC, and outdoor processing activities that generates substantial noise, odors, vibrations etc.

4. Applies to residential subdivisions in Urban Zones and in Limited Areas of More Intensive Rural Development (LAMIRD)

Section 3. Section 33.53.030, Definitions, is created to read as follows:

- (1) “Crown width” means the horizontal dimension of the full extent of the branches and leaves of a tree or shrub at full maturity, as measured at its widest point. As used in this Chapter, projected crown width shall mean the estimated crown width of a young tree or shrub once that tree or shrub reaches full maturity.
- (2) “Deciduous” shall mean a tree or shrub that sheds its leaves annually.
- (3) “Evergreen” shall mean a plant that retains its leaves year-round. Having foliage that remains green and functional (i.e. photosynthesis, evapotranspiration, etc) through more than one growing season.
- (4) “Hedge” means small trees and shrubs planted in close proximity to form a continuous canopy.
- (5) “Landscape screen” is intended to ensure compatibility between existing and proposed land uses, and to promote aesthetically pleasing development of new or expanded development as set forth in Section 33.53.050(2), subject to the landscaping applicability requirements found in Section 33.53.020.
- (6) “Large Tree” means a tree that has a projected crown width that equals or exceeds the width of the required landscape screen or visual buffer.
- (7) “Noxious weeds” means species of plants defined in WAC 16-750 or by the Clallam County Noxious Weed Department.
- (8) “Streetscape” means landscaping required along road frontages for all uses set forth in Section 33.53.050(4) CCC, which is intended to provide for the aesthetic character and visual enhancement of the development site.
- (9) “Understory vegetation” means a layer of trees and/or shrubs with a projected height and/or crown width of half the size of a large tree.
- (10) “Vision clearance triangle” consists of an area in which no visual obstruction, such as a structure, signage, fence, tree or shrub or other visual obstacle higher than 24 inches above grade shall be permitted along each street frontage. Such triangular area shall have one angle formed by the front lot line and the side lot line separating the lot from the side street, extending 15 feet along both street frontages. The third side of the triangle shall be a straight line connecting the two lot lines at the 15-foot point on each. No trees, shrubs or other visual obstructions over 24 inches in height shall be permitted along the street within the vision clearance triangle.
- (11) “Visual buffer” means the specification of landscaping required to soften the appearance of a barrier as set forth in Section 33.53.050(3), subject to the landscaping applicability requirements found in Section 33.53.020.

Section 4. Section 33.53.040, Landscape Plans, is created to read as follows:

Landscape plans shall consist of a scaled drawing and narrative that contain the following information:

- (1) Proposed retention of existing vegetation and plant types.
- (2) The location of existing and proposed plants.
- (3) Spacing between individual plants.
- (4) Location, quantity, size and name, both botanical and common names, of all proposed plants.
- (5) Location of impervious surfaces and hardscape features.
- (6) Location and dimensions of all existing or proposed structures, property lines, easements, parking lots and driveways, roadways and rights-of-way, sidewalks, monument/freestanding signs, refuse dumpsters, fences, walls, freestanding electrical equipment, and stormwater facilities.

- (7) Proposed location of fencing, decorative block wall, berms, and/or hedges.
- (8) Location of a vision clearance triangle on corner lots.
- (9) Location and specification of outdoor and security lighting and mitigation measures consistent with Section 33.53.090, which can be provided as a separate document.

Section 5. Section 33.53.050, Landscape Requirements, is created to read as follows:

(1) General Requirements

- a. Noxious and invasive weed species as per Clallam County's Weed Department are required to be removed from all landscaped areas throughout the lifetime of the project.
- b. Retention of existing vegetation in place of new plants is allowed and encouraged.
- c. Appropriate tree species should be selected that will not interfere with any overhead power lines.
- d. Vegetation shall not obscure line-of-sight at intersections of roadways.
- e. Corner lots shall maintain a vision clearance triangle (Figure 1). Larger vision triangles may be required, based on the road classifications, as specified by city, state or federal transportation agencies or departments.

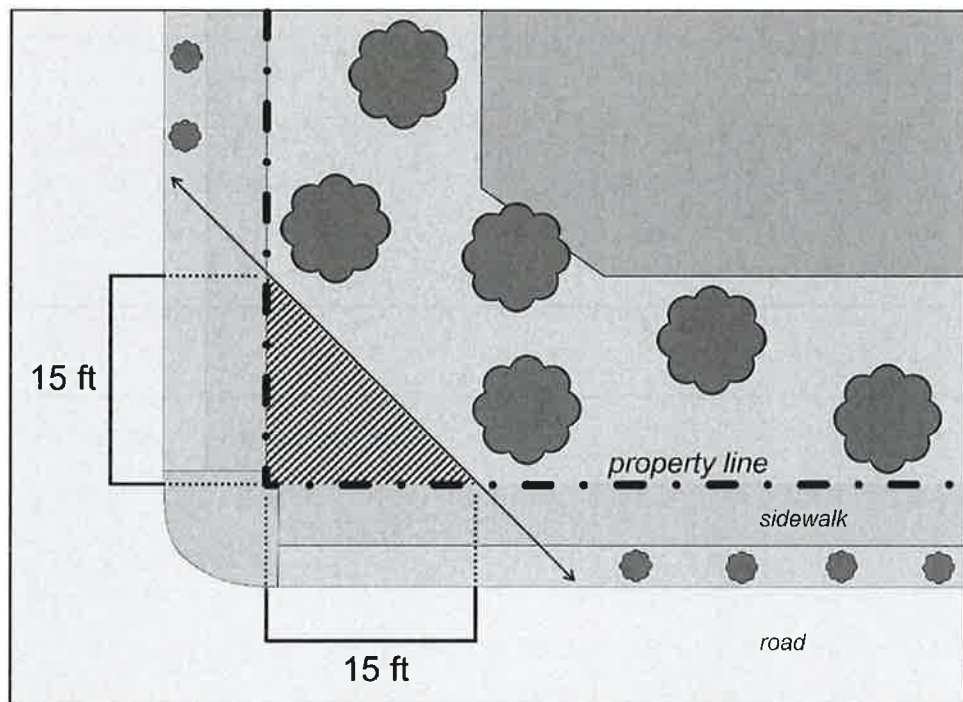


Figure 1 – 15-ft vision clearance triangle example.

- f. With the exception of hedges, planting patterns throughout the landscaped area should promote non-linear planting technique.
- g. The Administrator or Hearing Examiner may consider limiting landscape screens and visual buffers to be located around the perimeter of the development site (as opposed to the perimeter of the entire lot) where only a small part of the lot and/or street frontage are developed. For example, requiring landscaping immediately around a small public utility building and related improvements with a small footprint on a lot that is vacant or containing development not

otherwise requiring landscaping subject to this chapter.

- h. Required landscape screens, visual buffers, and streetscaping is permitted to include sidewalks and stormwater management features that are integrated with the landscaping design, provided the purpose and intent of this Chapter are met.
- i. Vegetation along state or county right-of-way shall not obstruct or otherwise impact any roadway or sidewalk.
- j. The planting of trees within 10 feet of sidewalks, road surfaces or parking areas shall require root barriers (minimum 18 inches in depth) to prevent root heaving.
- k. Soil amendments and mulch are required to help maintain a healthy landscape.
- l. Drought tolerant and native vegetation is encouraged as a means of reducing water use.
- m. Trees, shrubs, and ground cover shall have a survivability of 100% after the first year, 75% after the second year, and 66% after the third year. The landowner shall replace any dead trees, shrubs, and groundcover within 90 days of notification by the Administrator and to comply with these thresholds.
- n. All landscaping shall remain in conformance with approved landscape plans through the life of the development.

(2) Landscape Screen

- a. Requirements for a landscape screen along property lines is specified per Table 33.53.020. The table provides the width of the required landscape screen based on the proposed and existing adjacent uses.
- b. The standard landscape screen shall include large trees planted no greater than 20 feet on center and understory vegetation planted no greater than 6 feet on center within the width of the landscape screen (Figure 2). Ground cover (evergreen or deciduous plantings) shall be planted at 3-foot spacing in all directions within the width of the landscape screen.

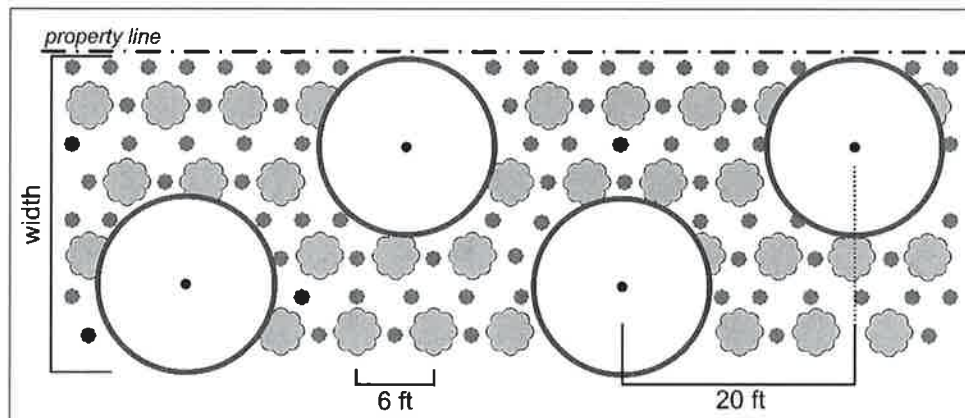


Figure 2 – Overhead view of example landscape screen.

- c. The landscape screen shall be comprised of no less than 75% evergreen tree species and no more than 50% deciduous shrubs.
- d. As an alternative to the standard screen spacing outlined above, the large trees and understory vegetation selected shall not exceed 75% of the projected crown width. For example, if a large tree has a projected crown width of 20 feet, a spacing of no less than 15 feet on center would

be required. Understory vegetation with a projected crown width of 10 feet would be spaced at no greater than 7.5 feet on center.

- e. As an alternate to the standard landscape screen spacing outlined above, the spacing of the trees and shrubs selected should provide twice the projected crown width. For example, if a large tree has a projected crown width of 20 feet, a spacing of 40 feet on center would be required. Understory vegetation with a projected crown width of 10 feet would be spaced at 20 feet on center.
- f. The Administrator or the Hearing Examiner may allow the landscape screen width to be varied (minimum 5-foot width), provided that an equivalent number of trees, shrubs, and groundcover to the standard or alternative landscape screen is provided within the modified landscaped area to achieve a more visually appealing effect.

(3) Landscape Barrier

- a. A Barrier comprised of solid fencing, block wall, berm, or hedge, may be allowed by the Administrator to reduce the required width of a Landscape Screen as specified in Table 33.53.020 CCC. For High, Moderate or Low potential impacts per Table 33.53.020, the barrier shall be as follows: **High** requires a seven-foot-high solid barrier comprised of berms, solid fence, or wall or a combination thereof; **Moderate** requires a five foot high barrier comprised of berms, solid fence, or wall or a combination thereof; **Low** requires a minimum three foot berm or hedge. In addition to the barrier, a landscape visual buffer shall be installed to provide for visual enhancement of the development site where a barrier is used. The visual buffer width is required per Table 33.53.020 CCC.
- b. The standard visual buffer shall include an assortment of large trees planted no greater than 25 feet on center and comprised of no less than 50% evergreen species (Figure 3).

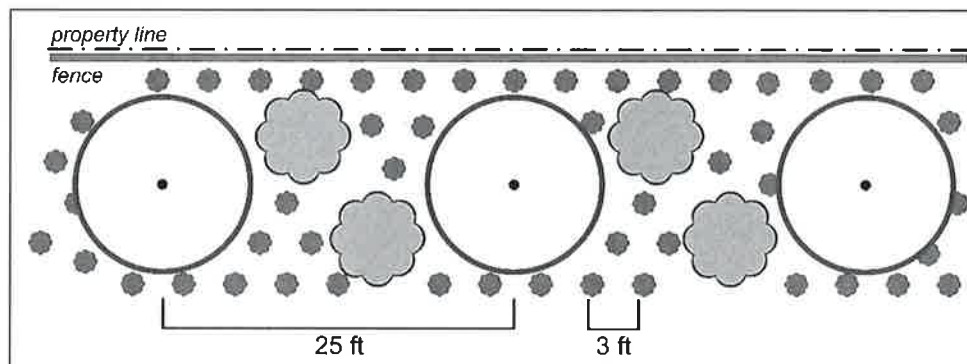


Figure 3 – Overhead view of example visual buffer.

- c. A minimum of two understory vegetation (no more than 50% deciduous) and groundcover 3-feet on center shall be interspersed between trees.
- d. As an alternate to the standard landscape visual buffer spacing outlined above, the spacing of the trees and shrubs selected should provide twice the projected crown width. For example, if a large tree has a projected crown width of 20 feet, a spacing of 40 feet on center would be required. Understory vegetation with a projected crown width of 10 feet would be spaced at 20 feet on center.

- e. The Administrator or the Hearing Examiner may allow the visual buffer width to be varied (minimum 5-foot width), provided that an equivalent number of trees, shrubs, and groundcover to the standard or alternative landscape screen is provided within the modified landscaped area to achieve a more visually appealing effect.

(4) Streetscape

- a. Landscaping is required along road frontages for all uses set forth in Section 33.53.020 CCC and is intended to provide for the aesthetic character and visual enhancement of the development site.
- b. The standard streetscape shall be no less than 10 feet in width and include an assortment of trees (mostly deciduous) planted no greater than 25 feet on center with shrubs or groundcover interspersed between the trees at no less than 6 feet on center.
- c. As an alternate to the standard streetscape spacing outlined above, the spacing of the trees and shrubs selected should provide twice the projected crown width. For example, if a large tree has a projected crown width of 20 feet, a spacing of 40 feet on center would be required. Understory vegetation with a projected crown width of 10 feet would be spaced at 20 feet on center.
- d. The Administrator or the Hearing Examiner may allow the streetscape width to be varied (minimum 5-foot width), provided that an equivalent number of trees, shrubs, and groundcover to the standard or alternative landscape screen is provided within the modified landscaped area to achieve a more visually appealing effect.

Section 6. Section 33.53.060, Parking Lot Landscape, is created to read as follows:

A minimum 5-foot-wide visual buffer shall be required along the perimeter of any parking lot with 10 or more parking spaces to ensure compatibility with adjacent land uses, minimize the views of the parking lot from roads (serving more than 4 parcels), and to foster aesthetically pleasing development.

- (1) The perimeter landscaping shall incorporate trees, shrubs and groundcover plantings consistent with the Streetscape standards found in Section 33.53.050(4), above.
- (2) Surface parking lots, with more than 20 parking spaces shall provide landscaping islands at the end of every parking row with a maximum spacing of at least one island for every 12 parking spaces. Each island shall cover an area no less than one parking space (9-feet by 18-feet) and shall contain no less than one (1) tree, shrubs and groundcover.
- (3) If the parking lot is located behind the building and is not adjacent to a residential zone or road frontage, landscaping islands are not required, but are encourage.

Section 7. Section 33.53.070, Screening of Refuse Disposal Dumpsters, above ground utilities is created to read as follows:

The following standards apply to development outlined in Section 33.53.020 above. All refuse disposal dumpsters shall be screened, and other infrastructure including above ground utilities (i.e. loading docks, sani-cans, propane tanks, generators, etc) may require screening as determined by the Administrator or Hearing Examiner to meet the purpose of this Chapter. The screening shall be comprised of solid wood fence, hedges, decorative block wall or an equivalent opaque material that provides safe access to the facilities, meets applicable safety requirements, and achieves the purpose of this Chapter.

Section 8. Section 33.53.080, Plant Standards, is created to read as follows:

Type of Vegetation	Minimum plant/plant container size specification
Groundcover	1 Quart
Shrubs	2 Gallon
Trees	1.5" diameter at breast height (dbh)

- (1) Native trees and shrubs are encouraged as they tend to utilize less water, provide habitat functions, and require less maintenance compared to non-native plants. To encourage their use, younger and smaller native trees and shrubs are allowed. The specification for native trees is 1-inch at breast height; the specification for native shrubs is #1 (gallon); and the specification for native groundcover is 4-inch containers.
- (2) The Administrator may allow the use of smaller sized trees, shrubs, and ground cover upon a demonstration that adequate stock of the sought-after species, or suitable substitute, are not reasonably available in the required specification size; and the plan is modified to increase the planting density of the type of vegetation commensurate to the reduction in plant size.
- (3) The following sources provide the characteristics (such as height, crown width, native plants, etc) of trees, shrubs, hedges, and groundcover: The Pierce County pre-approved trees, shrubs, and groundcover outlined in Table 18J.15.100-1 as adopted in the Pierce County Landscaping Code (Exhibit A of Ordinance 2021-124s2); the Great Plants Pick website at greatplantpick.org; Plants of the Pacific Northwest by Jim Pojar and Andy MacKinnon; the Sunset Western Gardens Book; WSU Extension Publications; or other sources approved by the Administrator or Hearing Examiner.

Section 9. Section 33.53.090, Alternative Landscape Plan, is created to read as follows:

Alternative landscape designs may be allowed if, upon review by the Administrator (for Type I & II Permits) or Hearing Examiner (for Type III Permits) the alternative design is consistent with the following:

- (1) Existing significant site constraints due to unusual lot size or shape, topography, soil conditions, existing development (buildings, utilities, power lines, irrigation lines, sidewalks, etc....), existing easement restrictions, or other unique circumstance are such that full compliance with these standards is impractical for such development or use;
- (2) Alternative screen landscaping designs and widths may be considered by the Administrator or the Hearing Examiner that provide for an effective, natural screen of the development site that is appropriate based on the existing conditions, zoning and existing and potential land uses to prevent nuisances and is aesthetically pleasing.
- (3) Alternative landscape designs and widths may be considered by the Administrator or Hearing Examiner that promotes effective landscaping of the development site.
- (4) The Administrator or the Hearing Examiner may attach conditions to any alternative landscape plan or modification from the standards of this Chapter necessary to protect the public health, safety or welfare, or to assure that the spirit and intent of this chapter is maintained.

Section 10. Section 33.53.100, Outdoor and Security Lighting, is created to read as follows:

New outdoor, security, or other light source emitting from land uses shall be directed downward and shielded to prevent glare and light encroachment onto neighboring properties and roads.

All uses subject to this Chapter per CCC 33.53.020, shall be required to submit a lighting plan for review and approval. The lighting plan shall note the location, type, and intensity of lighting. The lighting plan shall demonstrate how location, type, and other mitigation measures (i.e. Shielding, downlighting, timers, motion sensors, etc.) will prevent glare and light trespass. For commercial, industrial, subdivision, multi-family, Shoreline, Zoning Conditional Use, or other projects requiring a public hearing, lighting plans shall be prepared by a qualified professional. The approved plan shall be implemented as a condition of approval of required development permits. Any significant changes to the number of lighting fixtures, location, and intensity of exterior lighting will require an updated lighting plan to be approved by the Administrator.

Section 11. Section 33.53.110, Assurance of Landscaping, is created to read as follows:

- (1) The Administrator or the Hearing Examiner may require, as a condition of the granting of a development permit requiring an approved Landscaping Plan, that the applicant furnish security in the form of (1) a bond, (2) cash escrow account, (3) an irrevocable letter of credit or other security acceptable to the County in its sole discretion, in an amount determined to be sufficient to complete the restoration and replanting of the property in accordance with the terms of the approved Landscaping Plan. The security shall be in an amount equal to 110 percent of the fair market value (i.e. bids or invoices) of the implementation of the approved landscaping plan, including material and labor costs.

The creation of this security account of the required landscaping may be required through a public hearing, or when the Administrator or the Hearing Examiner determines that the success of the landscaping is needed to ensure compatibility with the existing and/or potential adjacent land uses. The account shall be held by, or in the name of, the Clallam County Treasurer for a minimum of three years. The Administrator may use the funds in the account to have the required landscaping installed as designed if the landscaping installed by the applicant is unsuccessful, or if the applicant does not replace dead trees and shrubs within 90 days of notification by the Administrator.

- (2) Alternatively, the Administrator may allow the landowner to sign a maintenance contract with a landscape company for up to 3 years to ensure that the landscaping installed is maintained, and that dead trees and shrubs are replaced within 90 days of notification by the Administrator. The Administrator may also require documentation with photos for up to 3 years to ensure that the landscaping is successful.

Section 12. Section 33.53.120, Enforcement, is created to read as follows:

- (1) The Administrator is authorized to carry out inspections for the life of the project to ensure compliance with these landscaping standards.
- (2) If approved landscaping per the issued development permit is dead or altered over the life of the project then required landscaping shall be replaced within 90 days of notification by the Administrator.
- (3) Any person who fails to comply with the standards contained within this Chapter and/or any person who fails to comply with a final written order may be subject to enforcement as outlined in Title 20 of Clallam County Codes.

Section 13. Section 33.53.130, Effectiveness/No Retroactivity, is created to read as follows:

- (1) This Chapter shall become effective on [_____, 2023]
- (2) The provisions of this Chapter shall not apply to existing required landscaping or approved

landscaping plans for which all previously required permits were obtained, implemented, and approved prior to the effective date of this Chapter.

ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC,
Clerk of the Board

Mike French



AGENDA ITEM SUMMARY

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

AUG 15 2023

Department: BOCC/Finance

WORK SESSION ☒ Meeting Date: 08/07/2022

REGULAR AGENDA ☒ Meeting Date: 08/15/2022

Required Originals Approved and Attached? ☒
Will Be Provided On:

Item Summary:*

- ☐ Call for Hearing
- ☐ Resolution
- ☐ Draft Ordinance

- ☐ Contract/Agreement/MOU**
- ☐ Proclamation
- ☐ Final Ordinance

Contract #

☐ Budget Item

☒ Other: Notice of 2024 Preliminary Budget

Documents exempt from public disclosure attached: ☐

Executive Summary:

To comply with state law and the Clallam County Charter, effective September 5, 2023, the Board of County Commissioners will have available in their office, a true copy of the Preliminary 2024 Clallam County Budget.

Approval requested to issue notice that the Preliminary 2024 Clallam County Budget will be presented on Tuesday, September 5, 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 at this time.

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

Approval to issue notice that the Preliminary 2024 Clallam County Budget will be presented on Tuesday, September 5, 2023.

County Official signature & print name: Debi Cook 

Name of Employee attending meeting: Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 08/02/2023

* 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)

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, in order to comply with state law and the County Home Rule Charter, effective September 5, 2023 the Board of Clallam County Commissioners will have available in their office, a true copy of the Preliminary 2024 Clallam County Budget. This document may be inspected during normal office hours (8 a.m. to 4:30 p.m.) on weekdays at the Clallam County Commissioners' Office, 223 East 4th Street, Room 150, Port Angeles or at www.clallamcountywa.gov/Archive.aspx?AMID=37

Copies of the preliminary budget by line item may be requested through the Public Records Department at www.clallamcountywa.gov/Archive.aspx?AMID=37

IN ADDITION, public meetings on the Preliminary 2024 Clallam County Budget will be held in conjunction with the Six-year Road Plan as follows:

October 4	Blakeslee's Bar & Grill, Forks – 11:30 a.m.
October 11	Red Lion Hotel, Port Angeles – 11:15 a.m.
October 24	Sunland Golf Club, Sequim – 11:30 a.m.

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

Dated this 15th day of August 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Loni Gores, Clerk of the Board

Publish: August 18, 2023 and August 25, 2023 – Peninsula Daily News
August 23, 2023 – Sequim Gazette
August 24, 2023 – Forks Forum

Bill: Commissioners' Office



bb
AUG 15 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 8-14-23**

REGULAR AGENDA ☒ **Meeting Date: 8-15-23**

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 August 29, 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)



NOTICE OF BUDGET REVISION MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget revision shown below on August 29, 2023 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

DCD - Lower Dungeness Floodplain – Funding for monitoring devices for the Dungeness Levee which will be used to monitor water quality, fish movement, water flow, and depth/\$50,000

HHS – Foundational Public Health Services – The Foundational Public Health Services budget is being revised to increase the grant funding returned line. This revision reallocates the balances remaining in those lines that were not fully expended into the grant funding returned line in preparation to submit the refund request/\$243,969

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: August 15, 2023

Mark Ozias, Chair

Publish: August 19

Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

JUL 27 2023



Date Submitted: 7-26-2023 Budget Hearing/Meeting Date: August 29, 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.	30301.331 ✓	Budget Name	DCD Lwr Dungeness Floodplain ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30301.331 ✓	DCD Lwr Dungeness Floodplain ✓	55310.41.0020 ✓	Professional Services	50,000
Total				50,000

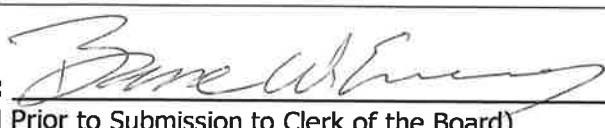
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30301.331 ✓	DCD Lwr Dungeness Floodplain ✓	59453.64.0010 ✓	Machinery and Equipment	50,000
Total				50,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

DCD received confirmation that the DOE grant will now cover monitoring devices for the Dungeness Levee monitoring devices. They will be used to water quality, fish movement, water flow, and depth. Clallam County is required to monitor the Floodplains for 10 years. *Monitor*

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


91

AUG 07 2023

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted:

8/7/2023
8/4/23

Budget Hearing/Meeting Date:

8/29/23



- **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
- X ✓ **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 – 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 ✓	56210.41.5050 ✓	Environmental Health	40,183.74
11341.511 ✓	HHS – FPHS ✓	56210.41.5075 ✓	Interfund: HHS Operations	62,585.08
11341.511 ✓	HHS – FPHS ✓	56210.49.0230 ✓	Unanticipated Projects	141,200.00
Total				243,968.82

243,969

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11341.511 ✓	HHS – FPHS ✓	56210.49.0034 ✓	Grant Funding Returned	243,968.82
				243,969
Total				243,968.82

Revenue/Source and Expenditure totals must agree.

243,969

REASON FOR BUDGET ACTION:

The FPHS budget is being revised to increase the grant funding returned line. FPHS funds are received annually in an advance payment from the State of Washington and any unused funds are returned annually. HHS received an advanced payment \$1,243,000 for state fiscal year 2023 and is returning the unexpended amount of \$308,968.82. This budget revision reallocates the balances remaining in those lines that were not fully expended into the grant funding returned line in preparation to submit the refund request.

County Official Approval:

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



66
AUG 15 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 8/14/23

REGULAR AGENDA ☒ **Meeting Date:** 8/15/23

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 August 29, 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)

Budget Supplementals 8-15-23
Revised: 3-04-2019



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 August 29, 2023 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Public Works – Equipment Rental and Revolving – Expenditures for capital machinery purchase were included in the budget, however, the revenue was not/\$924,380

HHS – Environmental Health – Washington State Department of Health Consolidated Contract is adding funding to the shellfish and onsite septic system programs to perform testing and monitoring related services/\$38,333

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: August 15, 2023

Mark Ozias, Chair

Publish: August 19
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM

AUG 07 2023



Date Submitted: 8/7/2023 07:28:23

Budget Hearing/Meeting Date: 08.29.23 ✓

- ☒ **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.	50301.611 ✓	Budget Name	Public Works – Equipment Rental and Revolving
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611 ✓	PW – ER&R ✓	37900.00.0100 ✓	Capital Contributions: Road Department	\$662,670
50301.611 ✓	PW – ER&R ✓	37900.00.0110 ✓	Capital Contributions: Sheriff's Department	\$183,086
50301.611 ✓	PW – ER&R ✓	37900.00.0120 ✓	Capital Contributions: Parks/Facilities	\$78,624
Total				\$924,380 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611 ✓	PW – ER&R ✓	50800.00.0000	Ending Fund Balance	\$924,380
Total				\$924,380 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Expenditures for capital machinery purchases were included in the budget, however, the revenue was not.

County Official Approval: _____

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

CLALLAM COUNTY BUDGET CHANGE FORM

AUG 07 2023



Date Submitted: 8/4/23

Budget Hearing/Meeting Date: 8/29/23

- ☒ **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 ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS – Env Health ✓	33404.93.0000 ✓	Shellfish Con Con	5,000
00100.511 ✓	HHS – Env Health ✓	33404.93.0040 ✓	On-site Implementation Con Con	33,333
Total				38,333 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS – Env Health ✓	56256.31.0020 ✓	Operating Supplies	3,000
00100.511 ✓	HHS – Env Health ✓	56256.43.0010 ✓	Travel Business	2,000
00100.511 ✓	HHS – Env Health ✓	56254.41.0020 ✓	Professional Services	33,333
Total				38,333 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Washington State Department of Health Consolidated Contract is adding funding to the shellfish and onsite septic system programs to perform testing and monitoring related services.

County Official Approval: _____

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

6d



AGENDA ITEM SUMMARY

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

AUG 15 2023

Department: BOCC

WORK SESSION ☒ Meeting Date: 8/14/23

REGULAR AGENDA ☒ Meeting Date: 8/15/23

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 |

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on August 29, 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 form(s).

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 Debatables 8-15-23
Revised: 3-04-2019



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:

BOCC Operations – With the reorganization of the Board of County Commissioner and Finance Department offices, additional furnishings are needed to accommodate the newly hired County Administrator/\$4,500

Treasurer – Land Assessment – Department of Natural Resources Fire Patrol billed late 2022 and paid in 2023, and increases for the Department of Natural Resources Fire Patrol, City of Port Angeles Stormwater, and irrigation assessments for county owned parcels/\$2,000

Public Works – Roads – Expenditures for capital machinery purchases that were approved during the budget process were not included in the final budget/\$662,670

Public Works – Equipment Rental and Revolving – The 2023 Equipment Rental and Revolving did not reflect the carryover impact of a budgetary increase made in 2022 to fund higher fuel costs, which have continued to increase more than anticipated in 2023/\$288,364

District Court I

- Grant revenue received in 2022 no longer being spent and will be sent back to Administrative Office of the Courts fund source/\$71,501
- Administrative Office of the Courts grant revenue that supports the Mental Health Court was included in the budget, but the expenses were not/\$21,405

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 August 29, 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 15th day of August 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: August 19, 2023
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 8/02/2023 ✓

Budget Hearing/Meeting Date: 8/29/2023 ✓

- **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.	00100.241 ✓	Budget Name	BOCC Operations ✓
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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
00100.241 ✓	BOCC Operations ✓	51160.31.0033 ✓	Furnishings	4,500
Total				4,500

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

With the reorganization of the BOCC and Finance Dept. offices, additional furnishings are needed to accommodate the newly hired County Administrator.

County Official Approval: _____

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

[Signature]

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CLALLAM COUNTY BUDGET CHANGE FORM

AUG 03 2023



Date Submitted: 8/1/2023

Budget Hearing/Meeting Date: 8/29/2023

- ☐ **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.	12241.231	Budget Name	Treasurer – Land Assessment
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
12241.231.	Treasurer – Land Assessment	50800.00.0000	Ending Fund Balance	2,000
Total				2,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
12241.231.	Treasurer – Land Assessment	51422.49.0011	Assessment Charges	2,000
Total				2,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

2022 DNR Fire Patrol wasn't billed until late 2022 and paid in 2023 (\$700). Also, increases for DNR Fire Patrol, City of Port Angeles Stormwater, and irrigation assessments for county owned parcels (1,300).

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

[Signature]
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AUG 07 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 7.28.23

Budget Hearing/Meeting Date: 08.29.23

— **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.	10101.611	Budget Name	PW - Roads
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611	PW – Roads	50800.00.0000	Ending Fund Balance	\$662,670
Total				\$662,670

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611	PW – Roads	59440.64.7777	PW Capital Machinery and Equipment	\$662,670
Total				\$662,670

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Expenditures for capital machinery purchases that were approved during the budget process were not included in the final budget.

County Official Approval: _____

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

AUG 07 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 07.24.23

Budget Hearing/Meeting Date: 08.29.23

— **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.

50301.611

Budget Name

Public Works – Equipment Rental and Revolving

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611	PW – ER&R	50800.00.0000	Ending Fund Balance	\$288,364
Total				\$288,364

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611	PW – ER&R	54850.31.7777	PW Supplies	\$288,364
Total				\$288,364

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Due to an oversight, the 2023 ER&R fuel budget did not reflect the carryover impact of a budgetary increase made in 2022 to fund higher fuel costs, which have continued to increase more than anticipated in 2023.

County Official Approval:

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

CLALLAM COUNTY BUDGET CHANGE FORM

AUG 07 2023



Date Submitted: 08/7/2023 ✓

Budget Hearing/Meeting Date: 08/29/2023 ✓

- **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.
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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.	00100.871 ✓	Budget Name	District Court 1 ✓
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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	\$71,501
Total				\$71,501 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.871 ✓	District Court 1 ✓	56401.49.0034 ✓	Grant funding returned	\$71,501
Total				\$71,501

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Grant revenue received in 2022 no longer being spent. \$71,501 is the balance we are to send back to (Administrative office of the court) fund source. ✓

County Official Approval: _____

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

*David Newport**[Signature]*

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CLALLAM COUNTY BUDGET CHANGE FORM

AUG 07 2023



Date Submitted: 08/7/2023 ✓

Budget Hearing/Meeting Date: 08/29/2023 ✓

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

Budget Number xxxxx.xxx.	00100.871 ✓	Budget Name	District Court 1 ✓
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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	89,205 21,405
Total				89,205 21,405

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
~~00100.293~~	~~District Court 1~~	~~50800.00.0000~~	~~Ending Fund Balance~~	~~67800~~
00100.871	District Court 1	56401.42.0017 ✓	Cell Phone Grant	400
00100.871	District Court 1	56401.31.0102 ✓	Furnishing- Grant	2,000
00100.871	District Court 1	56401.35.0010 ✓	Small tools and minor equipment	800
00100.871	District Court 1	56401.31.0010 ✓	Office Supplies	1,090
00100.871	District Court 1	56401.43.0104 ✓	Travel Grant	11,340
00100.871	District Court 1	56401.41.0106 ✓	Random Testing	4,125
00100.871	District Court 1	56401.41.0020 ✓	Professional Services	1,650
Total				89,205 21,405

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Administrative Office of Courts grant revenue that supports the Mental Health Court, was already included in the budget, however, the expenses were not.

County Official Approval:

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

David H Newport

[Signature]

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