



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, August 2, 2021 – 8:00 a.m.

****ATTENTION****

In response to the current Governors order Clallam County is now operating under the Washington Ready Plan. To be in compliance with the Washington Ready Plan and to reduce the spread of COVID the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

1. All attendees are encouraged to provide contact information on a sign in sheet which will be retained for 28 days for contact tracing purposes.
2. Public seating areas and Board member seating must be arranged to ensure physical distancing is maintained.
3. Meeting attendees must follow current face covering guidelines.
4. No food or drink should be consumed in the BOCC Board Room.
5. Meeting organizers shall clean or arrange to have cleaned high-touch surfaces before and after each meeting.
6. Hand sanitizing stations will be available in the BOCC Board Room.
7. Keep doors and windows open where possible to improve ventilation.
8. The Chair of the meeting shall ensure current masking and social distancing practices are enforced and practiced by all event attendees.

This meeting can be viewed on a live stream at this link:
<http://www.clallam.net/features/meetings.html>

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

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

Administration – 9 a.m.

1. Calendar/Correspondence
2. Agreement with Washington State Department of Social and Health Services for adult Developmental Disability services

Agreement 

Board of Commissioners

3. Resolution appointing Paul Cunningham to the Peninsula Housing Authority Board of Commissioners

Resolution 

4. American Rescue Plan Act update

American Rescue Plan Act update 

5. 10,000 Years Institute update

10,000 Years Institute update 

6. Letter of support for Housing Trust Fund application (1d)*

Letter of Support 

letter - submitted on 7-30-21 after agenda packet was posted 

updated letter - submitted 8-2-21 after agenda packet was posted 

General Discussion/Items for Future Agendas

- A. Charter Review Recommendation responses (August 9)
- B. Conservation Futures discussion (August 9)
- C. Commissioners Conversation Meeting – Cancelled (August 2)
- D. Continued Work Session Meeting – Cancelled (August 9)
- E. Department of Natural Resources Meeting (August 23 – 1 p.m.)
- F. Commissioners Conversation Meeting – TBD Topic (September 13 – 7:30 a.m.)
- G. Continued Work Session Meeting – TBD Topic (September 13 – 1 p.m.)
- H. Olympic National Forest update (October TBD)
- I. Noise Ordinance (TBD)

EXECUTIVE SESSION

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

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



2
8/2/21

AGENDA ITEM SUMMARY

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date:** August 2, 2021

REGULAR AGENDA ☒ **Meeting Date:** August 10, 2021

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-21-STATE | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This contract 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, 2021 thru June 30, 2022. The maximum program agreement amount is \$1,514.493.00.

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 & Kelley Lawrence

Relevant Departments: Health & Human Services

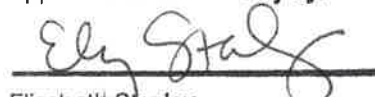
Date submitted: July 27, 2021

* 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)

11331-21-STATE

333  Transforming lives		COUNTY PROGRAM AGREEMENT DDA County Services		DSHS Agreement Number 2163-22716	
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@dsht.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			COUNTY CONTACT NAME Kelley Lawrence		
COUNTY CONTACT TELEPHONE (360) 417-2407		COUNTY CONTACT FAX		COUNTY CONTACT E-MAIL klawrence@co.clallam.wa.us	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No				CFDA NUMBERS	
PROGRAM AGREEMENT START DATE 07/01/2021		PROGRAM AGREEMENT END DATE 06/30/2022		MAXIMUM PROGRAM AGREEMENT AMOUNT \$1,514,493.00	
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:


 Elizabeth Stanley
 Civil Deputy Prosecuting Attorney
 Clallam County

Special Terms and Conditions

1. **Definitions Specific to Program Agreement:** The words and phrases listed below, as used in this Program Agreement, shall each have the following definitions:
 - a. "Acuity Level" means the level of an individual's abilities and needs as determined through the DDA assessment.
 - b. "AWA" means ALTSA Web Access.
 - 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 benefits planning and 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. "BARS" means Budget and Accounting Reporting System.
 - 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 an individual on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The individual 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": services are individualized services provided in typical integrated community settings. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in

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their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized for individuals age 62 and older. These services may be authorized 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 an individual'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 an individual's pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.
 - (5) "Group Supported Employment" or "GSE": services are a part of an individual'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. "CRM" means the DDA Case Resource Manager.
 - j. "CSA" means County Service Authorization.
 - k. "DD" means developmental disabilities.
 - l. "DDA" means the Developmental Disabilities Administration within DSHS.
 - m. "DDA Region" means the DDA Regional office.
 - n. "DVR" means the Division of Vocational Rehabilitation.
 - 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.

Special Terms and Conditions

- p. "General Terms and Conditions" means the contractual provisions contained within that agreement, which govern the contractual relationship between DSHS and the county.
 - q. "HCBS" means the Medicaid Home and Community Based Services.
 - 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 until student moves to Job Development phase of employment activities.
 - s. "PASRR" means Preadmission Screening and Resident Review.
 - t. "PCSP" means Person Centered Service Plan, 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, *Employment/Day Program Provider Qualifications*, 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 DDA 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 authorization are not reimbursable under this Program Agreement.
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 region and contracted providers.

Special Terms and Conditions

- 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.
- 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 Provider Qualifications***.
- 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 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 5.13, *Protection from Abuse: Mandatory Reporting*, if:**
 - (1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,
 - (2) If they have reason to suspect that sexual or physical assault of such a person has occurred,

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they shall also immediately report to the appropriate law enforcement agency.

- m. Contractors 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;
 - (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 individuals leaving institutions and returning to the community who will need program funding;
- (3) Inform the County of individuals who have had their waiver status changed;
- (4) Work with the County when referring individuals 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 Individual'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.

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- b. The County shall:
- (1) Work with the DDA Region when individuals are referred for services, authorized services, and/or for support modifications;
 - (2) Work with the DDA Region to document planned services in the Individual's Person Centered Service Plan;
 - (3) Assist with informing the DDA Region of any potential service level changes not documented in the individual'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 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 BARS 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;
 - (1) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040, 2100, 2110;
 - (2) Criteria for Evaluation;
 - (3) DDA Guiding Values;
 - (4) County Guide to Achieve DDA's Guiding Values;
 - (5) DDA Guidelines for Community Assessments within Employment and Vocational Programs; and
 - (6) 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

Special Terms and Conditions

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) individuals with similar interests and needs.
 - (b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.
 - (c) A Client receiving CI services will not receive employment support simultaneously.
 - (d) A Client receiving CI services may at any time choose to leave Community Inclusion to pursue work and receive employment support.
 - (2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her 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 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.

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- (4) All Clients will have an Individualized Employment 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 CRM, guardian and others as appropriate.
- (5) Semi-annual progress reports that describe the outcomes of activities will be provided by the provider or the County to the client, their CRM, guardian and others as appropriate. The report will summarize the progress made towards the Client's individualized goals.
- (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 better 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 individual'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. The Client may request to participate in Community Inclusion activities or the Client may choose to remain in an employment program. 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 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.

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- (a) 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*).
 - (b) A GSE agency may not bill for a GSE client who does not receive services during an entire service month.
 - (c) A GSE agency must have a record of which staff is supporting which clients on any given day.
 - (d) 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).
 - (e) Running a GSE service is a part of the business operation and not billable to individuals (contract procurement, contract maintenance, or administration functions associated with GSE).
 - (f) 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 42CFR 441 530(a)(1), including that:
- (a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;
 - (b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
 - (c) The setting provides opportunities to seek employment and work in competitive integrated settings; and
 - (d) The setting facilitates individual choice regarding services and supports, and who provides them.
- 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 during the biennium. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided

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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 9/1/00 through 8/31/01, currently attending school and have completed an application to participate in this Value Based Payment project. The VBP 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%20Applica tion_040720%20%28002%29.docx](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. If the Job Foundation recommendation is for subminimum wage work / group work, service provider may not continue support.
 - (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

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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 9/1/00 through 8/31/01, high acuity and 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 below. 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 Region 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 DDA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

- (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. Funding shall be distributed under planned expenditures as well as allocated under State and Medicaid shall function as a line item budget for expenditures under this agreement. The planned expenditures for Consumer Support are based on Client numbers as well as planned additional consumer services expenditures. The spending plan may only be modified by mutual agreement of the parties in writing and shall not require a program agreement.
 - (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

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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.

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.

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(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 benefits planning and 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, 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 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 services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion (per the Community Inclusion Billable Activities). These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine (9) 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 an individual'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 an individual's pathway to employment. This service provides assessment and consultation to the employment

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provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

- (f) Group Supported Employment services are a part of an individual'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 Contractor may post a combined claim of all programs/services covered by this Program Agreement. DSHS shall make all payments due to the Contractor for all invoices submitted pursuant to this section within sixty (60) 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 individual is made on the AWA system by indicating the number of service units delivered to each individual 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, evaluation and may bill for administrative costs as identified in **Exhibit B**. Administrative costs reimbursement will not exceed 7% of the total combined allocation for Consumer Support and Other Consumer Support services unless the Assistant Secretary of DDA approves a request for an exception under chapter 388-850 WAC. Monthly claims for administrative costs will be 1/12 of the maximum Administration amount identified in **Exhibit B**, or the lessor of the two.
- 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>.

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- 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 sixty (60) 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. 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%.
 - 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

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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 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:

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- 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.

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- (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.

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- 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.

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- (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

x Original Budget

Budget Revision

REVENUES

Fiscal Year	Fund Source	Original	1 st Revision	2 nd Revision	3 rd Revision
2022	State Funds	766,822			
	Medicaid Funds	747,671			
	Total Rev.	\$1,514,493	\$	\$	\$

Fiscal Year	Fund Source	Original	1 st Revision	2 nd Revision	3 rd Revision
2023	State Funds				
	Medicaid Funds				
	Total Rev.	\$	\$	\$	\$

	Job Foundation Funds	PASRR Funds	State Funds	Medicaid Funds	TOTAL
ADMINISTRATION (CMIS/AWA BARS 11)	0	2,621	52,958	43,329	98,908
OTHER CONSUMER SUPPORTS (CMIS/AWA Code 31, 32, 41, 92, 93, 94)	0	0	50,935	41,674	92,609
CONSUMER SUPPORT					
STATE-ONLY	0	0	0		0
Child Development			0		0
MEDICAID CLIENTS	0	37,440	642,768	642,768	1,322,976
ROADS to COMMUNITY LIVING			0	0	0
TOTAL	0	40,061	746,661	727,771	1,514,493



3
8/2/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 08-02-21**

REGULAR AGENDA ☒ **Meeting Date: 08-10-21**

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Peninsula Housing Authority Board of Commissioners due to a resignation. A press release was issued May 2021 soliciting applications from interested citizens.

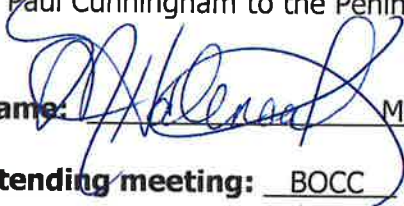
Three applications were received and interviews were held.

The Peninsula Housing Authority endorses the appointment of Paul Cunningham.

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

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

Approve and sign resolution appointing Paul Cunningham to the Peninsula Housing Authority Board of Commissioners

County Official signature & print name:  Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: BOCC

Relevant Departments: BOCC

Date submitted: 07-28-21

* 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)

Appointing Paul Cunningham 08-10-21
Revised: 3-04-2019



RESOLUTION _____, 2021

APPOINTING A MEMBER TO THE
PENINSULA HOUSING AUTHORITY BOARD OF COMMISSIONERS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Peninsula Housing Authority Board of Commissioners due to a resignation.
2. A press release was issued May 2021 soliciting applications from interested citizens.
3. Three applications were received and interviews were held.
4. The Peninsula Housing Authority endorses the appointment of Paul Cunningham.

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

1. **Paul Cunningham** is appointed to the Peninsula Housing Authority Board of Commissioners for a term expiring March 10, 2026.

PASSED AND ADOPTED this tenth day of August 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: Appointee
Housing Authority
A22.162



AGENDA ITEM SUMMARY

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

4
8/2/21

Department: BOCC

WORK SESSION ☒ **Meeting Date: August 2, 2021**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The purpose of this discussion is provide a brief update and overview to the BOCC of information regarding the American Rescue Plan Act that will appear on the BOCC website page. The information to be provided includes:

- An Overview of the American Rescue Plan Act, including how much was allotted to the County, the four major categories of eligible uses of ARPA funds, and reference links to US Treasury and NaCO reference materials concerning ARPA and eligible uses of funds;
- A Summary of ARPA Funds Committed to Date, which outlines which areas and amounts of support that the BOCC has provided preliminary indications of support for based on work session discussions held to date. Recapping the discussions from the July 6, 2021 work session, these areas of focused support to date include:
 - Local Business and Non Profit Support (through Clallam EDC)--\$2,500,000
 - Childcare Support for Local Childcare Providers (through Clallam EDC)--\$500,000
 - Affordable Housing/Homelessness Support--\$360,000
 - Residential and Commercial Utility Relief through Clallam County PUD--\$350,000
 - Local water systems infrastructure--\$150,000
 - Food Security Support to Local Food Banks--\$700,000
 - Other Areas of Indicated Support—Funding Support TBD
 - Behavioral Health
 - Broadband

* 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)

Total ARPA Funds Allocated to Date -- \$4,560,000

Remaining Unallocated ARPA Funds to Date--\$10.46 million.

- NOTE: In an effort to improve transparency with the public regarding the County's planned usage of ARPA funds, we will make every effort to keep this information up-to-date as the BOCC approves future allocations of ARPA funds.
- From an ARPA funding application perspective, we have also provided a link to Clallam EDC's Choose Clallam First website for small businesses, nonprofits and childcare organizations seeking aid that were negatively financially impacted during the COVID public health emergency.
- Finally, we have provided a link to a newly developed online application for other organizations seeking specific ARPA-eligible funding that directly aligns with areas of support previously established by the Commissioners. This application (a copy of which is attached) will assist in standardizing our intake process for ARPA requests from the community, improve the consistency, quality and completeness of information being provided relating to each funding request, and aid us in better assessing whether funding requests meet ARPA eligibility criteria prior to submitting such requests for consideration by the BOCC.

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

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

County Official signature & print name: _____

Chelsea Lierly

Name of Employee/Stakeholder attending meeting: Mark Lane and Chelsea Lierly

Relevant Departments: BOCC and Finance

Date submitted: 7/28/21

* 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)



American Rescue Plan Act- Funding Request for Clallam County

APPLICANT BACKGROUND INFORMATION:

Business/Organization Name *

Legal Name if different from Business/Organization Name

Address *

----------------------	----------------------	----------------------

Mailing Address (if different)

----------------------	----------------------	----------------------

WA State UBI *

TIN (Tax Identification Number) *

Date Business/Organization Opened*

Organization Type *

Name of Business/Organization Owner/Principal Contact *

Other contact names (if applicable)

Phone *

Email for the person responsible for grant *

COVID-19 IMPACTS:

COVID-19 Related Financial Impacts

What is the amount of money you are requesting: *

Please select the eligible use category that fits your needs: *

For more information on what funds are eligible for, please visit: [Overview of ARPA Funds](#)

Please describe the negative financial and operational impact COVID-19 has had on your organization. *

Please briefly describe how you would use any funds that were awarded under this program: *

Please note: ARPA funds may NOT be: 1) used to offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interaction; 2) damages covered by insurance; 3) used to fund a deposit into a pension fund; 4) used for expenses that have been or will be reimbursed under any federal program; 5) used to pay debt service costs; 6) contributions to a "rainy day" fund; 7) used to fund legal settlements; 8) used to fund the non-federal match on other federal grants you've received.

Please briefly describe the impact to your organization if you do not receive the funds requested: *

Please indicate how much, if any, other COVID-relief funding your organization has received and what it was used for. *

Please indicate any other COVID-related relief that you have applied for or will be applying for that you are awaiting a response. *

If your request for funding is related to a water, sewer, or broadband infrastructure project, please indicate how this project meets the infrastructure requirements criteria under ARPA. For water/sewer projects, the project must be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Funds (CWSRF) or Drinking Water State Revolving Fund (DWSRF). For Broadband projects, the project must target unserved or underserved households or businesses not currently served by a wireline connection that delivers at least 25 mbps download speeds and 3 mbps of upload speeds and the project as designed will deliver minimum download and upload speeds of 100 mbps.

Please see the [Interim Final Rule](#), starting on page 63 for more information and links for the CWSRF and DWSRF.

Under CWSRF, eligible projects would include construction of:

- Publicly-owned treatment works, nonpoint source pollution management, national estuary program projects, decentralized wastewater treatment systems, storm water systems, water conservation, efficiency and reuse measures, watershed pilot projects, energy efficiency measures for publicly-owned treatment works, water reuse projects, security measures at publicly-owned treatment works, and technical assistance to ensure compliance with the Clean Water Act.
- Attached is a link to [CWSRF Eligible Projects](#)

Under DWSRF, eligible projects would include:

- Treatment, transmission and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, new systems development and water infrastructure security.
- In general, unless a project is expressly prohibited by statute or regulation, it is likely eligible for DWSRF assistance as long as it addresses present or prevents future violations of health-based drinking water standards.
- The following projects are ineligible for DWSRF, including construction or rehabilitation of dams, purchase of water rights, construction or rehabilitation of reservoirs (except for finished water reservoirs and those reservoirs that are part of the treatment process), projects primarily for fire protection, projects needed primarily to serve future population growth, and projects that have received assistance from the national set-aside for Indian Tribes.
- Attached is a link to [DWSRF Eligible Projects](#) list in the DWSRF Eligibility Handbook (see pages 9-14 for a listing of eligible and ineligible projects, and pages 15-18 for eligible and ineligible project costs).
- Note: Water system operation and maintenance costs, and routine compliance monitoring expenses are not considered capital expenditures, and therefore are not eligible.

If applicable, please describe how the funding if awarded, would enable your organization to provide assistance to disproportionately impacted by COVID-19 populations, households or geographic areas including addressing health disparities, building stronger neighborhoods and communities as it relates to homelessness, affordable housing, addressing educational disparities worsened by COVID, and promoting healthy childhood environments.

Has your organization been made ineligible to receive federal assistance due to debarment, suspension, ineligibility or by voluntary exclusion for lower tier covered transactions?

☐ Yes ☒ No

Additional Comments

Please provide any other helpful information on the COVID-19 impacts your organization has faced.

In submitting this application I swear under penalty of perjury under the laws of the State of Washington that the foregoing information contained in this application is true and correct to the best of my knowledge and belief. *

☐ Yes ☒ No

Certification:

Name *

First Last

Title *

Date *



Please provide any other supporting materials that would assist us in assessing your application (pre-COVID or COVID); financial statements, operational metrics, key invoices/quotes, a detailed list for proposed use of funds, project plans for water, sewer or broadband infrastructure projects, etc.

or drag files here.

If you do not have the ability to upload additional documents in PDF or JPG format you may email a copy to clierly@co.clallam.wa.us or mail it to Board of County Commissioners - ARPA Request, 223 E 4th Street Suite 4, Port Angeles, WA 98362.

Upload your completed W-9 here in pdf or jpg *

or drag files here.

If you do not have the ability to upload a W-9 in PDF or JPG format you may email a copy to clierly@co.clallam.wa.us or mail it to Board of County Commissioners - ARPA Request, 223 E 4th Street Suite 4, Port Angeles, WA 98362.



AGENDA ITEM SUMMARY

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

5
8/2/21

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 8-2-21

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

10,000 Years Institute Update:

The 10,000 Years Institute has several new programs in Clallam County and would like to update the BOCC on work including building a Conservation Corps to employ and train young people and an innovative pilot program that would convert scotch broom to bio-char.

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?)
Presentation / update – 10,000 Years Institute.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Jill Silver – 10,000 Years Institute

Relevant Departments: Board of Commissioners

Date submitted: July 12, 2021

* 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)

Building a Movement for Local Conservation Corps – Place-Based Jobs in Restoration



10,000 YEARS INSTITUTE
watershed ecological services

The Goal: A Coastal/Climate/Conservation Corps

- Stable employment provided by a continuously-funded CCC to conduct place-based, persistent, year 'round work via trained and skilled resource workers
- Support resilient natural resources industries and ecosystems, resulting in stable communities.
- The types of Conservation Corps work include:
 - Invasive species – Scotch broom, reed canarygrass, spartina, European green crab
 - Forestry – Non-merch and young stand thinning, biochar pyrolysis
 - Restoration – Provide support to all types of restoration – revegetation, placing woody debris, working on crews for fish passage barrier removal...
 - Recreation – Trail and facilities maintenance, signage

10,000 YEARS INSTITUTE



Invasives

- Early detection, rapid response (ED/RR)
- Scotch Broom
- Reed canarygrass
- Clean gravel
- European green crab



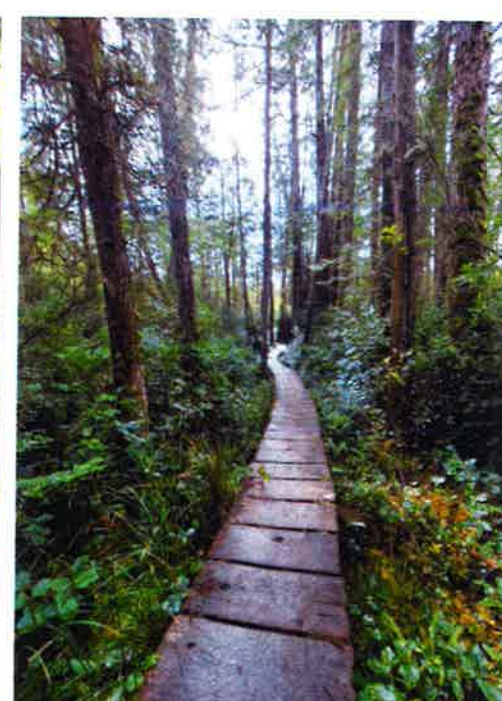
Forestry

- Non-merchantable thinning
- Young stand forest thinning
- Biomass for biochar
- Wildfire fuels reduction



Restoration

- Road maintenance
- Project support for all types of restoration
- Native revegetation



Recreation

- Trail maintenance
- Facility maintenance
- Building bunkhouses for crews

Restoration pays back with resilient resources,
providing economic and environmental 'income'.

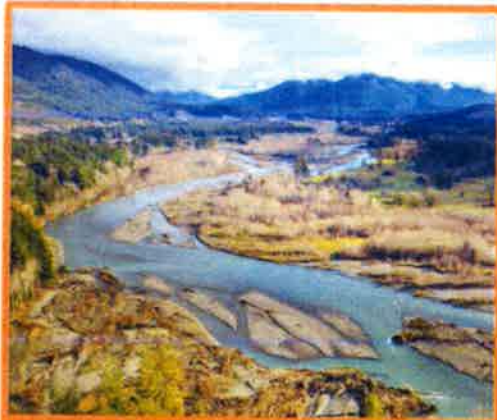
Watersheds need far more restoration and
maintenance than is or can be funded through existing
programs.

10,000 YEARS INSTITUTE



Stop the cycle of Scotch broom in mines, to roads and harvest units, and to rivers.
Salmon, forests, and climate depend it, and so do local industries and economies.

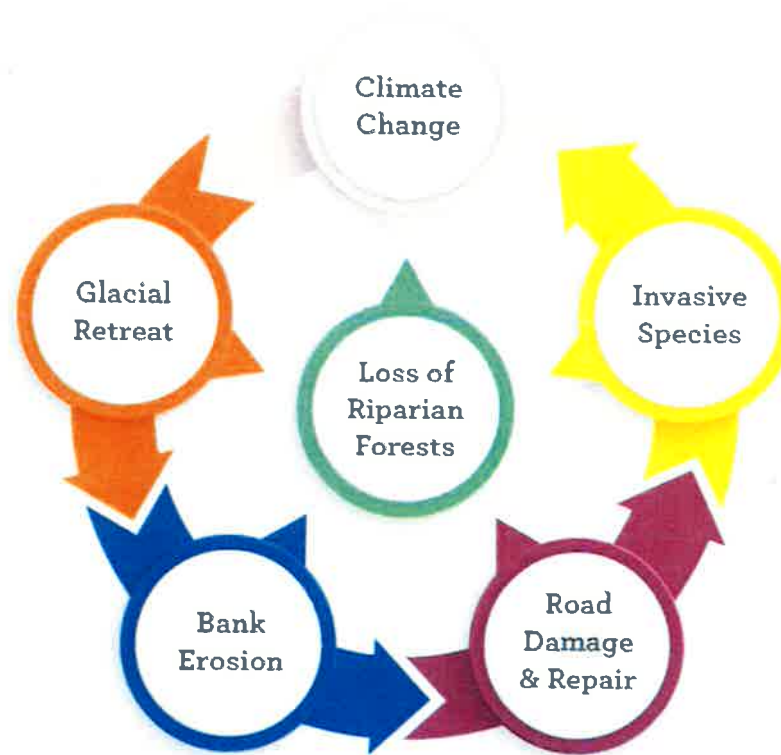




Increased glacial sediment to channels results in channel scour and deposition



Loss of big mature riparian forests



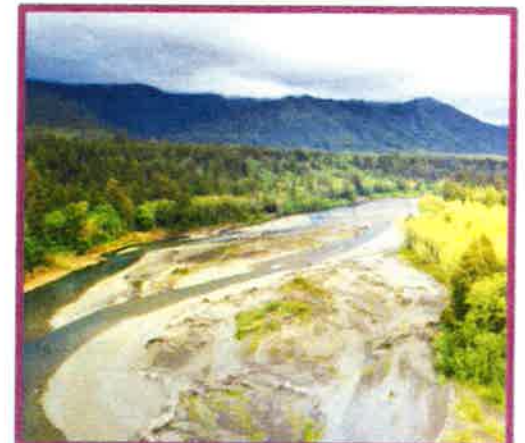
Resulting in the loss of...



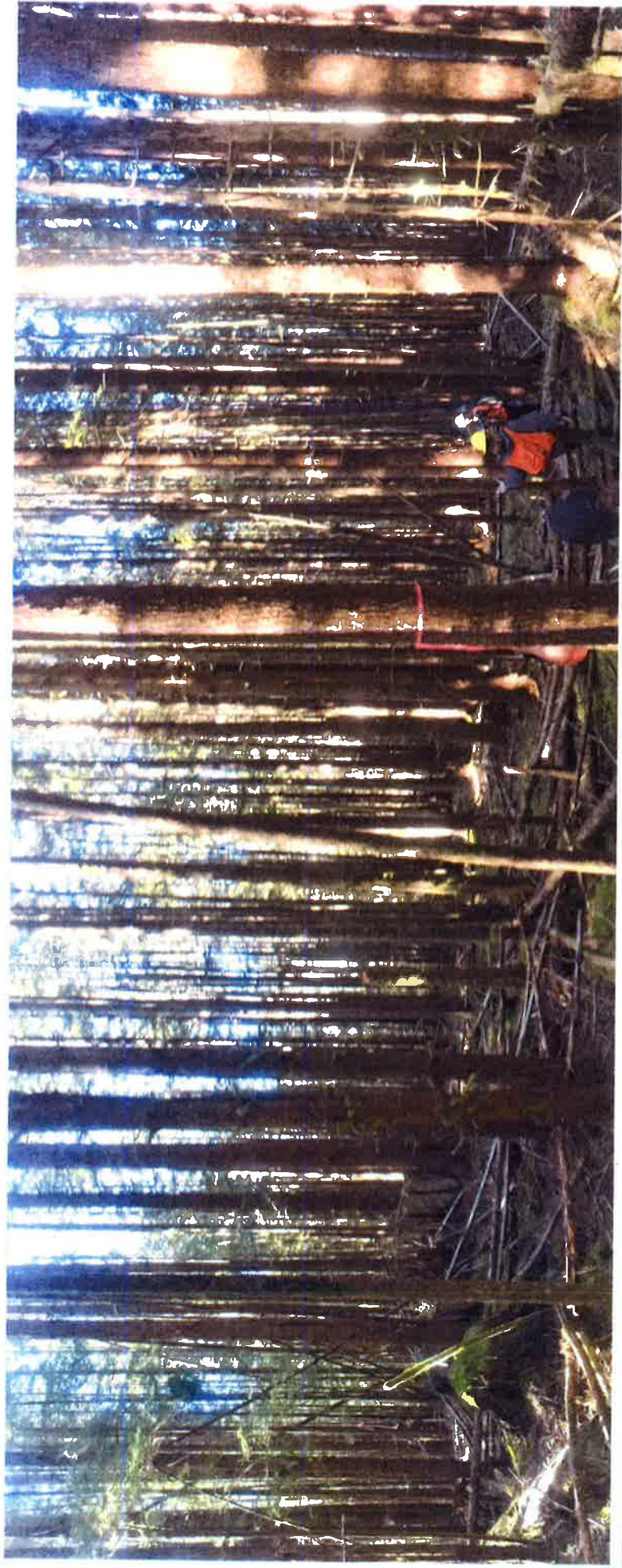
...cold water, shade, food for all native species, downed wood, deep pools, and side channel and off-channel habitats.



Replacing early successional riparian species (willow & alder)



Accidental introduction of Scotch Broom



Non-merchantable and young stand thinning - riparian and stand treatments for forest growth, habitat, carbon storage, and biochar



De-Cision - Use some of the thinning to reverse steep slope channel incision, and reconnect floodplains, store groundwater, restore humidity, and bring biota back to the steeper reaches.



Kelpie Wilson
Wilson Biochar Associates

A CARBON CONSERVATION CORPS (CCC) FOR MOBILE BIOCHAR PRODUCTION



A Carbon Conservation Corps for Mobile Biochar Production

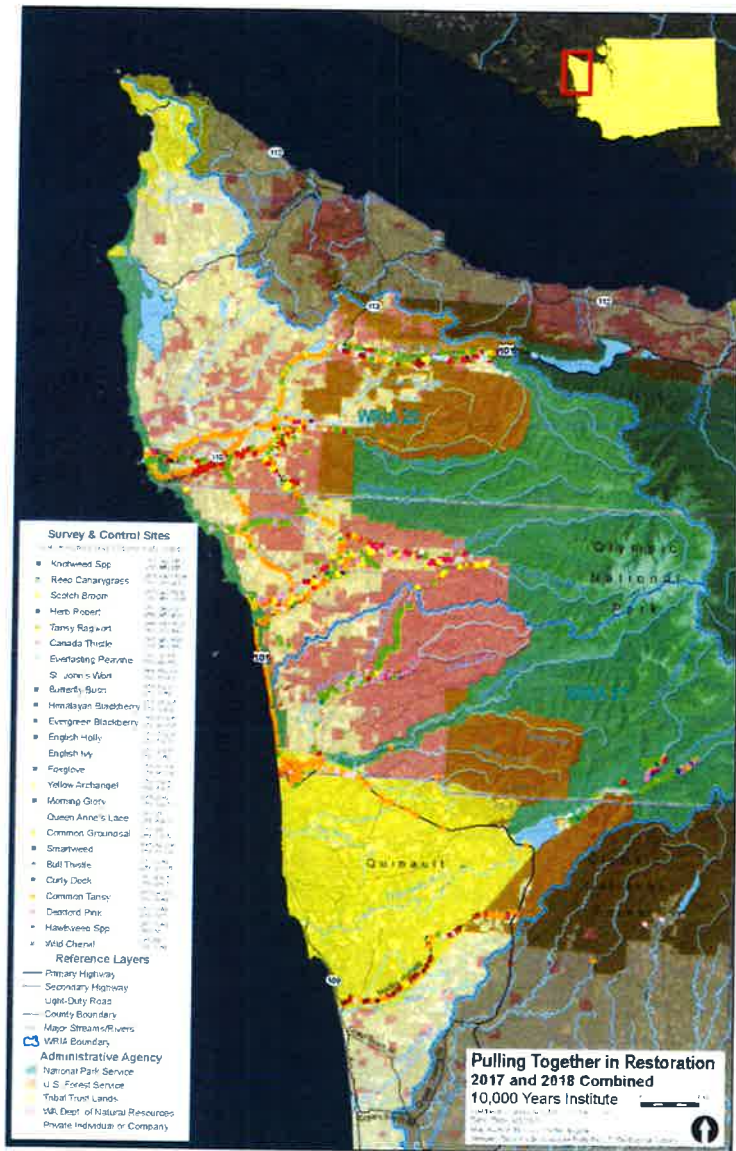
We already employ large hand crews in the dangerous work of fire fighting. We could use this labor to reduce fire danger by thinning overcrowded plantations, and improve forest soils by adding biochar, while sequestering carbon from the atmosphere.

<https://www.slideshare.net/kelpiew/a-carbon-conservation-corps-for-mobile-biochar-production>

An existing model for a CCC: Pulling Together in Restoration:

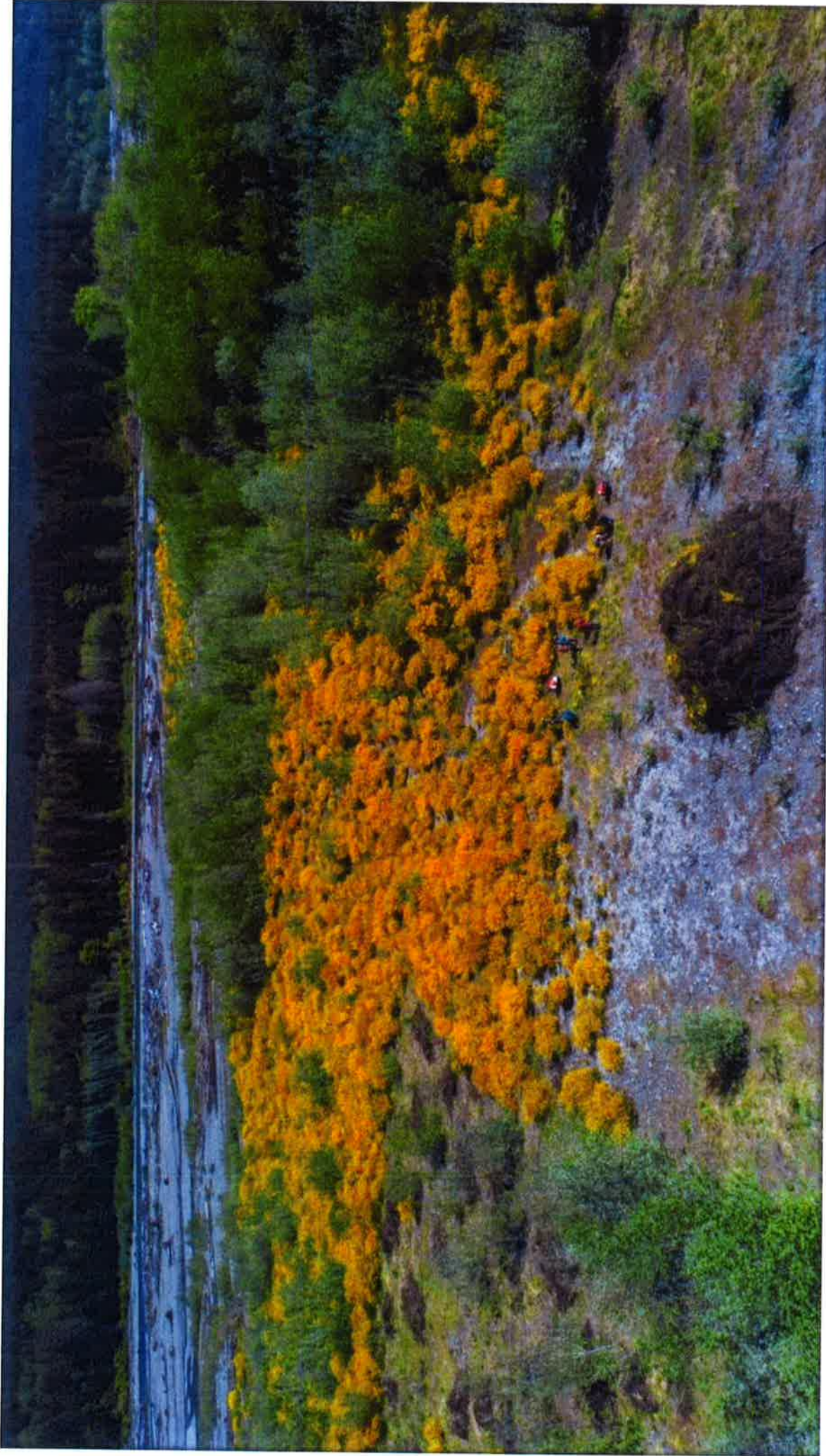
Watershed scale, regional approach, & local crews
Funded by the Washington Coast Restoration and Resiliency Initiative

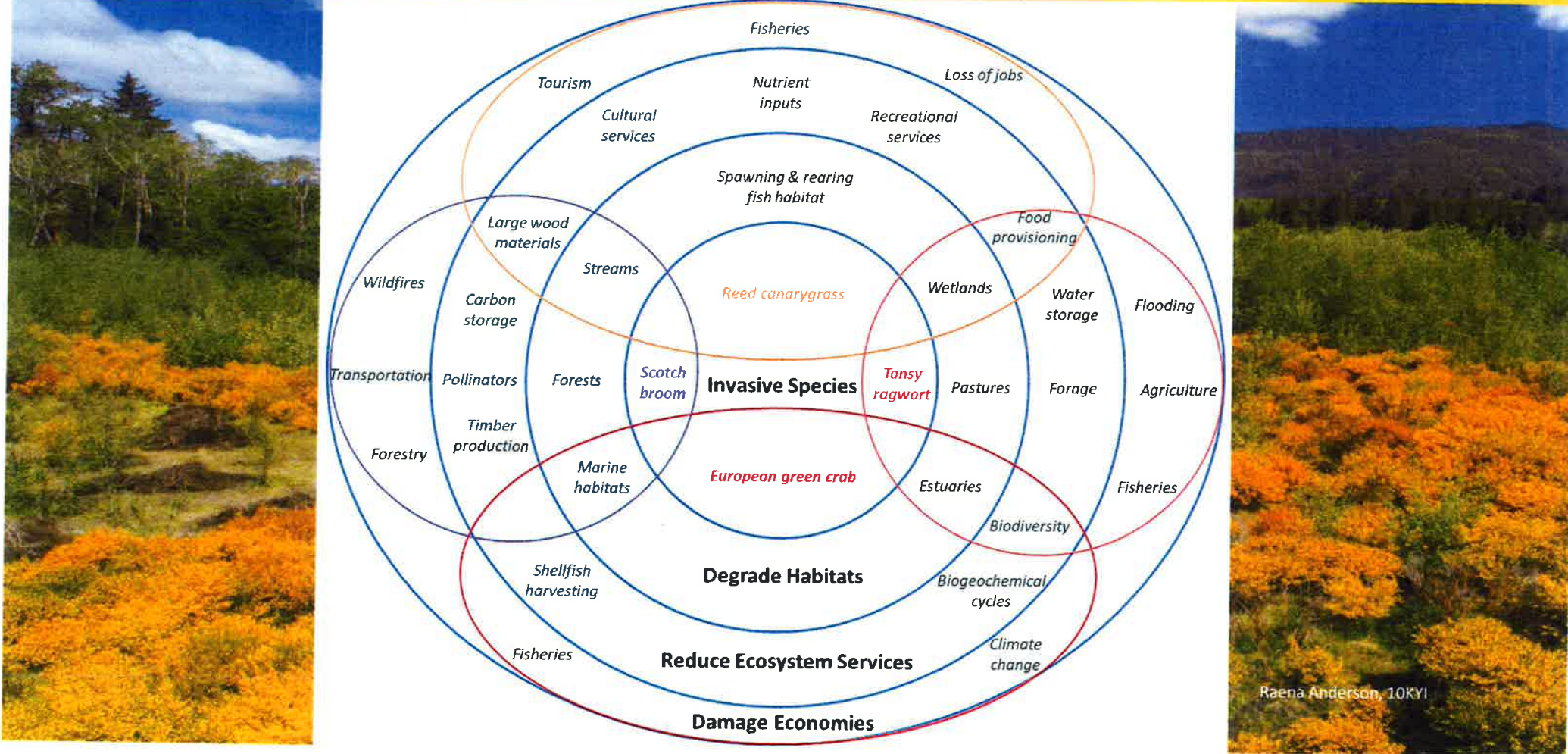
- Focus on invasive species Sources, Vectors, & Pathways
- Extensive partnerships, building regional capacity
- Repeated cross-boundary surveys and rapid response to each plant found – roads and streams, forestland, pastures, municipal, residential, restoration project sites
- Developing and demonstrating best management practices, tracking and reporting costs and benefits
- Catching each new species before they spread
- Training and employing local youth and retired expertise to grow stewardship across the coast.



Restoration jobs in ED/RR: Invasive species prevention resource industries and watersheds







Scotch Broom Costs in the Washington State Economic Impact Analysis

Economic Impact of Invasive Species to Washington State

\$1.3 Billion Total Economic Impact

Invasive species are nonnative organisms that cause economic or environmental harm and are capable of spreading to new areas of the state. Invasive species harm Washington State's landscapes, ecosystems, agriculture, commerce, recreation, and sometimes human health. The damages from invasive species translate into economic losses for communities and businesses.

While there more than over 200 known invasive species found within or near Washington state, this economic analysis highlights the damages and potential impacts that could result if 23 of those plant and animal species were allowed to spread in Washington in a single year. Without prevention and control, the selected invasive species could have a total impact of \$1.3 billion dollars annually.

Four Costly Invasive Species

These four invasive species damage our state economy and resources. The dollar amounts and lost jobs represent the potential total economic impact* of each species.

Plants

Scotch Broom

Genista scorpius
Reluctant Scotch broom is a serious threat to native prairies and forests. It prevents timber regeneration and displaces pasture forage for grazing animals. The plant is toxic to livestock and is a fire hazard.
\$142.6 million 600 jobs lost

Smooth Cordgrass

Spartina alterniflora
Smooth cordgrass is an estuarine grass that has dense, arched stems and a thick mat of roots. It displaces native species, destroying habitat and food sources for fish, waterfowl, and other marine life.
\$48.6 million 390 jobs lost

Animals

Quagga/Zebra Mussels

Dreissena bugensis (Z. polymorpha)
While not established in Washington, invasive mussels have the potential to devastate numerous industries. The freshwater mussels threaten lakes, rivers, dams, and irrigation systems, degrade water quality, and impact the ability to recreate on waterways.
\$100.3 million 500 jobs lost

Apple Maggot

Rhagoletis pomonella
A major threat to Washington's apple industry, the apple maggot also affects pear, plum and cherry crops. If apple maggots are found in an orchard, the fruit is unsuitable for export.
\$392.5 million 2,900 jobs lost

Industry Impacts

The dollar amounts shown represent the potential total economic impact* of 23 invasive species on Washington industries in terms of lost revenue and jobs.



Recreation
\$47.6 million
300 jobs



Water Facilities
\$100.5 million
500 jobs



Livestock
\$282.9 million
1,500 jobs



Timber
\$287.0 million
1,300 jobs



Crops
\$589.2 million
4,400 jobs

Invasive species included in this analysis

Rush shepherweed	Apple maggot
Scotch broom	Quagga/zebra mussels
Herbaceous thistle	Opuntia
Yellow starthistle	European ash borer
Knapweed species	Roadkill
Lucy's spurge	Pond scum
Purple loosestrife	
Western tamarisk	
Smooth cordgrass	

*Total economic impact includes direct, indirect and induced impacts



- Cost to Oregon State Forests per year: \$40,000,000/year

2016 OR DOA Report:

http://www.oregon.gov/oda/shared/documents/publications/weeds/ornoxious_weedeconomicimpact.pdf

- Cost to Washington State if not controlled: \$142,800,000/year

2017 WISC Report:

http://www.invasivespecies.wa.gov/council_projects/economic_impact.shtml

- Highly flammable – costs of wildfire hazard not yet internalized in analysis
- Need to quantify the cost to clean mines and certify clean gravel vs. the costs to control post-invasion
- Need to quantify costs to salmon recovery
- \$200/road mile to \$3,000/acre (PTIR)



Scotch Broom Costs in the Washington State Economic Impact Analysis



- **Cost to Oregon State Forests per year: \$40,000,000/year**

2016 OR DOA Report:

http://www.oregon.gov/oda/shared/documents/publications/weeds/ornoxious_weedeconomicimpact.pdf

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- **Highly flammable – costs of wildfire hazard not yet internalized in analysis**
- **Need to quantify the cost to clean mines and certify clean gravel vs. the costs to control post-invasion**
- **Need to quantify costs to salmon recovery**
- **\$200/road mile to \$3,000/acre (PTIR)**

Training to Build Local Skills and Stewardship Practice



Connecting rural youth to monitoring and watershed processes ('field college')

Invasive plant identification and treatments

Native plant identification and seedling transplanting

Plot and transect establishment

Data collection:

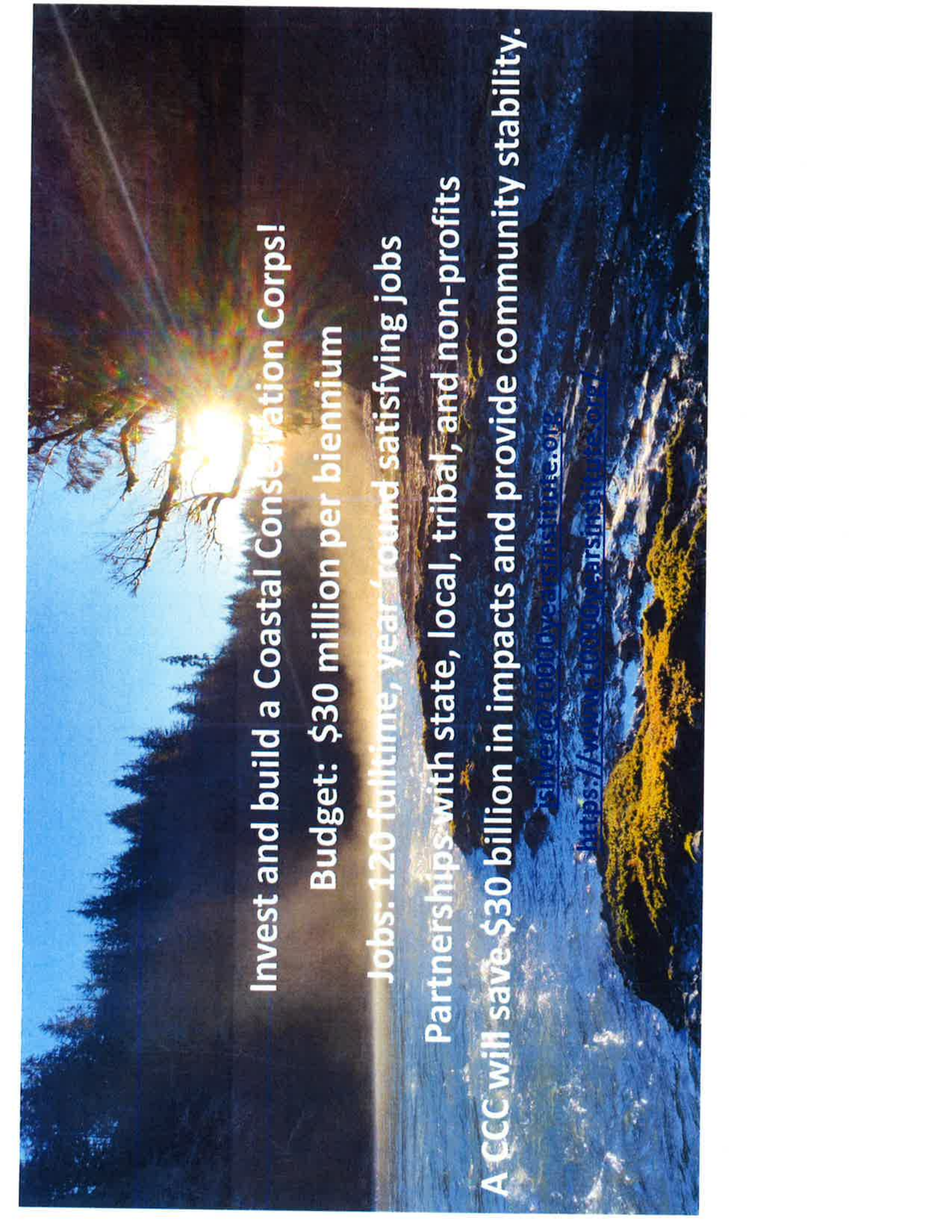
GPS and map skills

Soil sampling

Air and water temperature

Water discharge and flow

eDNA and macroinvertebrate sampling



Invest and build a Coastal Conservation Corps!

Budget: \$30 million per biennium

Jobs: 120 fulltime, year 'round satisfying jobs

Partnerships with state, local, tribal, and non-profits

A CCC will save \$30 billion in impacts and provide community stability.

Silver@1000yearsinitiative.org

<https://www.1000yearsinitiative.org/>

Gratitude 10KYI's Partners, Collaborators, and Funders



Accelerating Formation of Biomass Utilization Campuses Across the Western United States

Clean air, Resilient Landscapes, Rural Jobs, and Reduced Risk of Loss to Life and Property

Problems and Challenges

Problem: Removing excess biomass from forests is essential to reduce disease and wildfire. **Challenge:** How to pay for the removal? **History:** Due to the low cost of fossil fuels, big investments in power generation plants no longer provide a market for forest biomass.. **Opportunity:** A flood of new technologies have arrived that A.) reduce the cost of collecting and handling forest biomass, and B.) offer new converted products that restore depleted crop soils, encapsulate brown fields, filter industrial and municipal effluents and runoff, make roadways more durable, and sequester carbon. **Challenge:** Revenue per pound is low for these new products. Margins evaporate with distance hauled. But, costs are manageable if buyer and seller are within a 50-mile radius. Establishing 50-mile-radius Biomass Utilization Campuses in the Western US will create self-sustaining, nimble, multi-product biomass markets which will help support the costs of massively increased pace and scale of forest remediation.

Summary of The Devonshire Group's Unsolicited Proposals to USFS Innovation, USDA Rural Development, and Economic Development Administration.



Work Plan 2020-21



Work Plan 2021-22

1. Establish and integrate biomass campuses in Oregon.
 - 50-mile radius to limit haul costs
 - Belly-to-Belly relationships across the supply chain from feedstock supplier, to farm and municipal end users, governments and NGOs.
 - Common cause across supply chain: reduce wildfire and remediate land.
 - Minimal capitalization. Leverage capabilities already in place.
 - Help realize USFS Innovation's vision of relocating biomass from forest to farm.
1. Establish end user consensus on value propositions. NB: a lot of the science is done, but there are few resources to help end users make a business decision to utilize forest biomass.
2. Identify success *ingredients* for each of the Oregon campuses. Note how and why the success "recipe" will differ significantly across as few as 4 campuses.
3. Form 20 more campuses. We will not force someone else's model. Rather, we will a.) establish new supply chain relationships and understand each player's needs, b.) reveal the pantry of success *ingredients*, and c.) facilitate local players choosing their own vision and tuning their own recipe.

Establishing Biomass Utilization Campuses Accomplishes Federal Objectives

USDA Rural Development: Strategic Economic and Community Development (SECD)

USFS Innovation: Creates new revenue streams to pay the cost of remediating the forests. (Devonshire has already helped connect USFS with USDA NRCS to establish holistic non-silo approach to biomass balance across landscapes.)

Economic Development Administration: Recovery and Resilience, Critical Infrastructure, Workforce Development & Manufacturing.

COVID-19 Response: 1.) Reduce wildfire smoke over cities. 2.) Increase pace & scale of hazardous fuels reduction, 3.) Increase job training & hiring, 4.) Support collaborative landscape restoration programs, 5.) Facilitate restoration on all forest lands, 6.) Conserve water on farms and improve habitat.

Why Support This Program?

- Because it's the best chance to finally get done something we've been working on for a long time.
Marcus Kauffman, Biomass Programs, Oregon Department of Forestry.
- You consistently get all the right people in the room, and your use of virtual communications is excellent.
Andrew Spaeth, Executive Director, Hood River and Wasco County Forest Collaborative.
- I've been thinking about and trying to make a biomass campus happen for almost 20 years. I like to see systems function efficiently, especially when there's an environmental, community, and economic benefit. My vision is to see more local employment, more products produced locally, and an environmental benefit.
Les Perkins, Hood River County Commissioner, and General Manager of Hood River Irrigation District.

PULLING TOGETHER IN RESTORATION

Washington Coast Restoration & Resiliency Initiative (WCRRI)



10,000 Years Institute restoration technicians remove Scotch broom from the floodplain of the Hoh River.

Restoration Jobs Program

Preventing the spread of invasive species in coastal watersheds, while providing local jobs for local work

The Pulling Together in Restoration Project (PTIR) is a landscape-scale jobs-in-restoration program working across jurisdictions to prevent the spread of invasive species in coastal watersheds. Integrating decades of adaptation, PTIR develops cutting-edge methods for effect and safe containment, responds quickly to emerging or untreated needs, and engages in community-based education and collaboration around the challenges of invasive species and their impacts to climate, habitats, natural resource-based industries, and community health and resiliency.

Project partners and sponsors include:



2020 Project Summary

Through WCRRI funding support, Pulling Together in Restoration project provided **21 full-time positions** to:

- Survey and treat **3,290 acres** and over **50 miles of streambanks** across three counties and five major watersheds
- Control and prevent the spread of **18 invasive plant species**
- Protect and maintain roadsides, rivers, forests, pastures, gravel pits, and harvest units

PTIR utilizes best management practices to promote sustainable resource industries and resilient ecosystems.

2020 Coastal Invasives Prevention and Control Overview

Fieldwork conducted by 10,000 Years Institute under projects:

#18-1835 Hoh Riparian Restoration

#18-2136 Pulling Together in Restoration

#18-1548 Goodman Creek Reed Canarygrass Project

Map Author: Henry Haro, GIS Services Specialist
Imagery Data sourced from the USGS | Hydrology Data sourced from the WA Department of Ecology
Road Data sourced from the WA Department of Natural Resources

Survey and Control Sites (site count / approximate vegetation area)

Species			
◆ Knotweed Species	271 sites / 2.21 acres	◆ English Holly	10 sites / 0.04 acres
◆ Reed Canarygrass	1497 sites / 38.71 acres	◆ English Ivy	4 sites / 0.02 acres
◆ Scotch Broom	854 sites / 480.05 acres	◆ Foxglove	32 sites / 0.61 acres
◆ Herb Robert	406 sites / 18.96 acres	◆ Yellow Archangel	1 site / 0.01 acres
◆ Tansy Ragwort	770 sites / 30.33 acres	◆ Morning Glory	2 sites / 0.02 acres
◆ Canada Thistle	339 sites / 21.44 acres	◆ Queen Anne's Lace	11 sites / 5.60 acres
◆ Bull Thistle	19 sites / 0.05 acres	◆ Common Teasel	1 site / 0.00002 acres
◆ Everlasting Peavine	9 sites / 5.93 acres	◆ Curly Dock	2 sites / 0.03 acres
◆ St. John's-wort	244 sites / 4.39 acres	◆ Hawkweed Species	49 sites / 0.48 acres
◆ Common Tansy	6 sites / 0.0014 acres	◆ Orange Hawkweed	36 sites / 0.46 acres
◆ Himalayan Blackberry	81 sites / 16.06 acres	◆ Spotted Jewelweed	8 sites / 0.08 acres
◆ Evergreen Blackberry	20 sites / 0.35 acres	◆ Giant Reed	1 site / 0.02 acres
		◆ Yellow Flag Iris	3 sites / 0.001 acres

Provisional data - Subject to change

Map depicting invasive plant species surveyed and treated in 2020 under the Hoh Riparian Restoration, Pulling Together in Restoration, and Goodman Creek Reed Canarygrass Projects.



Reed canarygrass is gently removed from the water and bundled prior to spray treatment to avoid off target application along Elk Creek, a tributary of the Hoh River.



Prior to pulling the entire plant, tansy ragwort flower heads are cut and removed to prevent further infestation in the Queets Watershed.



10KYI restoration field technicians treating and piling Scotch broom at a WA Department of Natural Resources harvest unit in the Hoh Watershed.



AGENDA ITEM SUMMARY

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

6
8/2/21
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Department: BOCC

WORK SESSION ☒ Meeting Date: 8-2-21

REGULAR AGENDA ☒ Meeting Date: 8-3-21

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Letter of support for Housing Trust Fund Application:
Peninsula Behavioral Health is submitting an application to the Housing Trust Fund, administered by the Department of Commerce, that if successful would help create more than two dozen affordable housing units in Clallam County. The county would need to provide \$675,000 in "match" for this funding and today we will discuss a Letter of Support for the application that includes a commitment to provide the "match." If successful, the award from the Housing Trust Fund utilizes a reimbursement process so the County would need to ensure sufficient liquidity, along with Peninsula Behavioral Health and other partners, to utilize this process. The total cost of the project is anticipated to be \$2.7 million.

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

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

Approval of a letter of support for Housing Trust Fund application.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Finance Department

Relevant Departments: Board of Commissioners, Finance Department

Date submitted: July 29, 2021

* 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)



Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493

Email: commissioners@co.clallam.wa.us

MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

RICH SILL, County Administrator

August 3, 2021

Department of Commerce Housing Trust Fund
P.O. Box 42525
Olympia, WA 98504-2525

RE: Housing Trust Fund Application for Peninsula Behavioral Health
Purchase & Remodel of All View Motel in Port Angeles, Washington

To Whom It May Concern:

This letter is in support of Peninsula Behavioral Health's (PBH) housing project of the purchase and remodel of "All View Motel" located in Port Angeles, Washington. When complete, this project will house upwards of 27 low income individuals who struggle with chronic mental health – importantly, including Veterans and Seniors. This project is being led by PBH but is broadly-supported in our community, including by the City of Port Angeles, Habitat for Humanity, Serenity House of Clallam County, North Olympic Regional Veteran's Housing Network, Peninsula Housing Authority, and Healthy Families.

Clallam County, in turn, is also highly supportive of this effort. Please consider this letter as affirmation that Clallam County will provide funding at the level of \$25,000 per unit (totaling \$675,000) for this project as well as being both able and willing to help finance the cost of the remodel in order to allow for the reimbursement process required of Housing Trust Fund dollars.

PBH has been providing mental health services and low income supportive housing to the community of Port Angeles since 1971. We appreciate their dedication to working with the homeless, those with substance use disorders and chronic mental health issues. We know that PBH has been working within this field for many years and we support their vision of creating permanent housing for our community's most vulnerable citizens.

We are hopeful that you will support the All View Motel project and aid PBH in its creation. The difference this project will make in our community is almost impossible to adequately communicate.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@co.clallam.wa.us

RICH SILL, County Administrator

MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

August 3, 2021

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