

Contract #2015-16 .1% Sales Tax_OBH

THE .1% SALES & USE TAX CONTRACT BETWEEN "Pacific County" AND "Ocean Beach Hospital"

PREAMBLE

This Contract (the "Contract") is made by and between **Pacific County** hereinafter referred to as the "County" and **Ocean Beach Hospital**, hereinafter referred to as the "Contractor". County and the Contractor are together referenced as the "Parties".

For and in consideration of the mutual benefit derived, the Parties hereby agree to diligently fulfill the following respective duties and to perform the following respective services in accordance with all of the conditions, terms, requirements and regulations of the Contract.

The County has used its authority under RCW 82.14.460 to distribute additional sales and use tax of one-tenth of one percent for the delivery of mental health and chemical dependency services, and therapeutic courts.

The purpose of this Contract is to improve the health, stability, and welfare of individuals and others affected by substance use and/or mental health disorders thereby lessening the burden to the County and city resources.

SPECIAL TERMS AND CONDITIONS

1. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. For the Contractor:	B. For the County:
Larry Cohen	Katie Lindstrom
CEO Ocean Beach Hospital	Deputy Director, Pacific County Public Health & Human Services
174 First Avenue Ilwaco, WA 98624 360-642-6310	7013 Sandridge Road Long Beach, WA 98631 360-642-9300 ex 2648

The County will monitor the Contractor's programmatic obligations under this Contract and will report any substantial non-compliance of this Contract to the Contractor.

2. CONTRACT AWARD

The award amount for this contract is outlined in exhibit A- Budget. County shall pay an amount not to exceed the amount shown on the in the exhibit A-Budget for the performance of all things necessary for or incidental to the performance of work as set forth in exhibit B- Scope of Work.

3. DURATION OF CONTRACT

The terms of this Contract and the performance of the Contractor shall commence on **January 1, 2016** and terminate on **December 31, 2017**, unless this Contract is extended by written agreement of the parties, or terminated sooner as provided herein.

4. ELIGIBLE USE OF FUNDS

Funding awarded under this Contract may only be used for eligible activities and expenses described in the current Scope of Work –*Exhibit B* and are incorporated by reference.

5. BILLING PROCEDURES AND PAYMENT

The County will pay Contractor upon receipt of properly completed County invoices, which shall be submitted to the Representative for the County not more often than monthly. All invoices shall be submitted no later than January 15, 2017 for services provided during the time period beginning January 1, 2016-December 31, 2016, and no later than January 15, 2018 for all services provided during the time period beginning January 1, 2017-December 31, 2017.

The County may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the County.

- a. **Duplication of Billed Costs.** The Contractor shall not bill the County for services performed under the Contract, and the County shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.
- b. **Disallowed Costs.** The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its sub-Contractors.

6. EVALUATION AND MONITORING

The Contractor shall cooperate with, and freely participate in, any monitoring or evaluation activities conducted by the County or State Auditor that are pertinent to the intent of this Contract. The County or State representative shall have full access to and the right to examine, during normal business hours and as often as is necessary, all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Contract. Such rights extend for six years from the date final payment is made hereunder.

7. INSURANCE

Without limiting the Contractor's indemnification of County, and prior to Commencement of this Contract, Contractor shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the County.

- a. **General Liability Insurance.** Contractor shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- b. **Professional Liability (Errors & Omissions) Insurance.** Contractor shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- c. **Workers' Compensation Insurance.** Contractor shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

- d. Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, and shall require similar written express waivers and insurance clauses from each of its sub-Contractors.

The Contractor must name the County as an additional insured. The Contractor agrees that its liability insurance shall be primary and non-contributory to the County's and that Contractor's liability insurance policy shall so state.

8. DOCUMENTS ON FILE

Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the Contractor and available for review. Such documents shall include, but not be limited to:

- a. Personnel Policies;
- b. Job Description(s);
- c. Organizational Chart;
- d. Travel Policies;
- e. Fiscal Management;
- f. Articles of Incorporation/Tribal Charter;
- g. IRS Nonprofit Status Certification;
- h. Latest Agency Audit;
- i. Insurance policies required by Contractor;
- j. Indirect cost agreement, when applicable; and

9. FINANCIAL MANAGEMENT SYSTEMS

Contractor's financial systems shall contain the following:

- a. Accurate, current and complete disclosure of the financial results of each contract;
- b. Records that identify the source and application of funds;
- c. Control over and accountability for all funds, property and other assets;
- d. Comparison of actual outlays with budgeted amount for each contract;
- e. Procedures that minimize the time elapsing between the transfer of funds from the County and their disbursement by the Contractor;
- f. Procedures for determining reasonableness and allocability of costs;
- g. Accounting records that are supported by source documentation;
- h. Procedures for timely and appropriate resolution of audit findings and recommendations.

The Contractor shall include these requirements in any subcontracts.

10. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and State of Washington statutes and regulations
- b. Special Terms and Conditions
- c. General Terms and Conditions
- d. Statement of Work – *Exhibit B*
- e. Budget – *Exhibit A*

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The terms listed below, as used in this Contract, shall have the following meanings:

- a. The "Contract" shall mean these General Terms and Conditions, and any other documents attached or incorporated by reference.
- b. "Subcontract" shall mean a separate contract between the Contractor and sub-Contractor to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- c. "Sub-Contractor" shall mean any person, partnership, corporation, association or organization, not in the employment of the County or the Contractor, who is performing all or part of the services under this Contract. The term "sub-Contractor(s)" mean sub-Contractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

Subject only to the terms of section 17 of these General Terms and Conditions, this Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

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

4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

The Contractor must comply with the ADA, also referred to as "ADA" 28 CFR Part 35, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

5. APPROVAL

This Contract shall be subject to the written approval of the County's Authorized Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

6. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the County.

7. ATTORNEY'S FEES/COST OF SUIT AND VENUE

If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit. The parties agree that any suit pertaining to this Contract shall be filed in the Pacific County Superior Court.

- a. **Disputes.** Differences between the Contractor and the County, arising under and by virtue of this Contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due Contractor shall be decided by the County's Contract representative or designee. All rulings, orders, instructions and decisions of the County's contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to.

- b. Choice of Law, Jurisdiction and Venue.** This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in the Superior Court of Pacific County, Washington.

- c. Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the County determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the County may, in its sole discretion, terminate this Contract.

8. AUDIT

- a. General Requirements:

The Contractor is to procure audit services based on the following guidelines:

- i. The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that any sub-Contractor also maintains auditable records.
- ii. The Contractor is responsible for any audit exceptions incurred by its own organization or that of its sub-Contractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- iii. As applicable, the Contractor required to have an audit must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
- iv. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.
- v. In all cases, the Contractor's financial records must be available for review by County.

9. CONTRACTOR SERVICES

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all necessary personnel, materials and equipment necessary for or incidental to the performance of the work identified as Contractor responsibilities throughout this Contract, in the Scope of Work - *Exhibit B*.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- a. **“Confidential Information” as used in this section includes:**
 - i. All material provided to the Contractor by the County that is designated as “confidential” by the County;
 - ii. All material produced by the Contractor that is designated as “confidential” by the County; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. “Personal information” includes but is not limited to information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. **Compliance with state and federal confidentiality laws.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the County or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto, including and in accordance with 42 CFR 431.300 through 431.307, and Revised Code of Washington Chapters 70.02, 71.05, and 71.34. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Contract whenever the Contractor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- c. **Unauthorized Use or Disclosure.** The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. COMPENSATION

- a. Payment to the Contractor for services rendered under this Contract shall be as set forth in *Exhibit A*. Where *Exhibit A* requires payments by Pacific County, payment shall be made on a cost reimbursement basis, supported unless otherwise provided in *Exhibit A*, by documentation of units of work actually performed (time sheets) and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and total dollar payment requested. Cost reimbursement shall be based on 100% percent of capacity of allowable expenses. Allowable expenses are outlined in *Exhibit B- Scope of Work*. Grant funds are not to be used to supplant other existing grant funding for similar work per RCW 82.14.450.

- b. The Contractor shall submit an invoice, on a format approved by the County based upon the approved Contract budget (*Exhibit A*). The invoice must include a signature and date from the Contractor with the following certification:
 - I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, or the labor performed as described herein, and that the claim is a just due and unpaid obligation against the County of Pacific, and that I am authorized to authenticate and certify to said claim.*
- c. Monthly invoices shall be submitted by the 15th calendar day of the month following the month during which services were performed under this Contract. The County shall process claims for reimbursement after all supporting documentation is provided in correct and proper form. Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement.
- d. The percentage of Contract award expended for monthly reimbursement of services to be provided under the terms of this Contract shall not exceed the percentage of budget period completed by more than 5%. The total amount of reimbursement requested shall not exceed the total Contract award, as stated in *Exhibit A-Budget*.
- e. At the discretion of the County, reimbursement in excess of the 5% limitation may be made to allow for increased demands for: (a) seasonal fluctuations in level of service due to the nature of the Contractor's business or industry, or (b) increased services delivered after the date on which the County has approved a written request for modification. Requests must include supporting justification including a spending plan that ensures continuity of services during term of the Contract.
- f. The Contractor may transfer contracted funds identified in *Exhibit A* between direct expense categories as long as the amount of the transfer does not exceed (10) ten percent of the total contracted funds for the current budget year and does not change the Scope of Work- *Exhibit B*. Any changes exceeding ten percent must be approved by the County.
- g. Utilization of funding available to this program will be reviewed monthly. With prior approval from the County, the Contract allocation may be reduced and re-allocated where needed if expenditures are not sufficient to fully utilize available funding.

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award. The Contractor shall use federal cost principles specified in OMB Circular A-110 "Cost Principles Applicable to Grants, Contracts and other Agreements" with non-profit organizations as applicable. The Contractor shall include this last paragraph in any subcontracts.

The County may withhold reimbursement payment if the Contractor fails to submit required billings and supportive documentation to the County. The Contractor's failure to submit billings as specified is grounds for the County to terminate the Contract as provided herein.

12. CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

13. DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this Contract does not duplicate any work to be charged against any other Contract, subcontract or other source.

14. ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW), and any other applicable state or federal law related to ethics or conflicts of interest.

15. INCORPORATION OF PRIOR REPRESENTATIONS

Notwithstanding section 2 of these General Terms and Conditions, any written commitment received from the Contractor concerning this Contract shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Contract, whether or not incorporated elsewhere herein by reference.

16. INDEMNIFICATION/HOLD HARMLESS

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's sub-Contractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the Contractor's or its sub-Contractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into the Contract, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

- a. **Participation County – No Waiver.** The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under the Contract.
- b. **Survival of Contractor's Indemnity Obligations.** The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of t Contractor his Contract.

17. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the County. The Contractor will not hold itself out as or claim to be an officer or employee of the County by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor. The Contractor acknowledges that the entire compensation for this Contract is specified in *Exhibit B* and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to County employees.

18. INDUSTRIAL INSURANCE WAIVER

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, County may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by County under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I’s rights to collect from the Contractor.

19. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- a. Affirmative action, RCW 41.06.020 (11).
- b. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- c. Discrimination-human rights commission, Chapter 49.60 RCW.
- d. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- e. Open public meetings act, Chapter 42.30 RCW.
- f. Public records act, Chapter 42.56 RCW.
- g. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

21. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative’s designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

22. MODIFICATIONS

Either party may request changes in the Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.

23. NO GUARANTEE OF EMPLOYMENT

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any sub-Contractor or any employee of any sub-Contractor by the County at the present time or in the future.

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor’s non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Contracts with the state. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.

25. OWNERSHIP

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's sub-Contractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

26. POLITICAL ACTIVITIES

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office by the Contractor's employees and officers, as limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

27. PUBLIC RECORDS LAW

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the CONTRACTOR agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the CONTRACTOR for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

Contractor agrees to indemnify and, to the greatest extent legally possible, to hold harmless the County in any action by a third party due to the negligence, recklessness or intentional actions by the Contractor relating to its performance of this contract. This includes any lawsuit filed by a third party for the County's allegedly improper release of confidential or proprietary information pursuant to a public records request.

28. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by County. In the alternative, County may recapture such funds from payments due under this Contract.

29. RECORDS MAINTENENCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

30. REPORTING

Contractor shall submit all required reports documenting performance in a timely manner. All reports shall be submitted on approved forms and in accordance with procedures outlined in Exhibit "B"- Scope of Work. Overdue reports shall delay payment to the Contractor until the next billing month. In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor or order a payment stopped to the Contractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

31. SUBCONTRACTING

No duty of Contractor may be subcontracted or assigned, and no right of Contractor may be delegated without the prior written approval of the County. The County may withhold its approval in its sole and exclusive discretion without the need to state any reason for withholding its approval.

Should the Contractor wish to subcontract, assign, or delegate any or all of its rights or duties hereunder, it shall tender a detailed written request to the County's Contract Representative, and shall simultaneously tender a copy thereof to the Pacific County Prosecuting Attorney, clearly marked to the "Attention: Civil Division". Unless the Contractor receives written authorization to subcontract, assign, or delegate within 30 days, its request shall be deemed to have been denied.

If the County approves subcontracting, assignment, or delegation, the Contractor shall maintain written procedures related thereto, as well as copies of all pertinent contracts, communications, and other writings (including electronic communications). For cause, the County in writing may: (a) require the Contractor to amend its procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting, assigning, or delegating with or to a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract, assignment, or delegation.

Every subcontract shall bind the sub-Contractor to follow all applicable terms of this Contract. The Contractor is responsible to the County if the sub-Contractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the sub-Contractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the County for any breach in the performance of the Contractor's duties. Every subcontract shall include a term that the County is not liable for claims or damages arising from a sub-Contractor's performance of the subcontract. As used in this paragraph, the term *subcontract* and its derivative forms shall include an assignment or a delegation.

32. SURVIVAL

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

33. TAXES

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Contract.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

34. TERMINATION FOR CAUSE/SUSPENSION

In event the County determines that the Contractor failed to comply with any term or condition of this Contract, the County may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the County upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Contractor did not fail to comply with the terms of the Contract or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Contract and the replacement Contract, as well as all costs associated with entering into the replacement Contract (i.e., competitive bidding, mailing, advertising, and staff time).

35. TERMINATION FOR CONVENIENCE

The County may terminate this Contract for Convenience, in whole or in part, upon ten (10) business days' written notice, the calculation of such period beginning on the second day after mailing. If this Contract is terminated for convenience, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

36. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- c. Assign to the County all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
- d. Preserve and transfer any materials, Contract deliverables and/or County property in the Contractor's possession as directed by the County.

Upon termination of the Contract, the County shall pay the Contractor for any services rendered or goods delivered by the Contractor prior to the effective date of termination. The County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the County later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

37. TREATMENT OF ASSETS

The Contractor shall take the following actions to secure the financial interest of the County in items purchased with funds awarded under this Contract.

The Contractor shall name the County as lien holder on certificates of title for motor vehicles.

A non-expendable personal property inventory report shall also be submitted to the County as requested. The County's interest in property purchased under this contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period. The Contractor shall maintain records, perform inventories and maintain control systems to prevent loss, damage or theft of equipment, materials and supplies. A Contractor which is a nonprofit organization shall keep property records in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies for all purchases funded by this contract.

In the event of loss, destruction or damage to any property purchased under this contract, the Contractor shall notify the County and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the County, the Contractor shall surrender to the County all property purchased under this contract prior to settlement upon completion, termination or cancellation of this contract. The Contractor shall include these requirements in any subcontracts.

38. TREATMENT OF CLIENT ASSETS

Except as otherwise provided by court order, the Contractor shall assure that any client for whom the Contractor is providing services under the Contract shall have unrestricted access to the client's personal property. The Contractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's family, all the client's personal property.

39. WAIVER

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

This Contract, including *Exhibits A & B* which are incorporated herein by reference, is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONTRACTOR

Ocean Beach Hospital

PACIFIC COUNTY

BOARD OF COUNTY COMMISSIONERS

Signature Title

Frank Wolfe, Chairman

ATTEST:

Lisa Ayers, Commissioner

Steve Rogers, Commissioner

Marie Guernsey
Clerk of the Board

APPROVED AS TO FORM

Prosecutor's Office WSBA#

Exhibit A- Budget

Description	Year One <i>(January 1st- December 31, 2016)</i>	Year One <i>January 1st - December 31, 2017</i>	Total
Ocean Beach Hospital Prescriber Enhancement Project	\$ 18,200	\$ 13,000	\$ 31,200

Exhibit B - Scope of Work

Attachment B - Project Summary

Project Title	Mental Health Prescriber Enhancement Plan
Applicant Name	Ocean Beach Hospital and Medical Clinic
Project Summary (Brief overview of proposal. Please limit responses to space provided)	<p>The project is designed to develop stronger care coordination between the local community mental health center and Pacific County Public Hospital District #3 (aka Ocean Beach Hospital and Medical Clinics). A noted gap exists when clients no longer qualify for the intensity of services delivered at Willapa Behavioral Health: there are no specialized mental health prescribers in our area, and primary care prescribers are often uncomfortable prescribing for individuals with certain diagnosis.</p> <p>This program will allow a primary care provider from Ocean Beach Hospital and Medical Clinics (the Ocean Beach Medical Clinic – OBMC) to attend the Neuroscience Education Institute’s annual congress for advanced education. In addition, an annual membership to the NEI will provide resources and further prescribing information for the primary care prescriber.</p> <p>All prescribers in Pacific County are heavily scheduled, and finding time for care coordination is the single hardest barrier to overcome. By setting aside definite, non-interrupted and dedicated periods, Ocean Beach Medical Clinic can be guaranteed to have time to meet with WBH to participate in WBH’s contractually required care coordination meetings.</p> <p>While initial state integration efforts for mental health and substance use are coming into effect in April of 2016, both agencies are acutely aware of the state’s 2020 requirement for full integration of physical and behavioral health. This grant is helping to develop a stronger working relationship between both agencies. “Where formal agency relationships do not exist, personalities and personal relationships are key to structuring integrated care models,” (WA. STATE STRATEGIES FOR INTEGRATING PHYSICAL AND BEHAVIORAL HEALTH SERVICES IN A CHANGING MEDICAID ENVIRONMENT; Bacharach, Anthony, Mannett, Phellps and Phillips).</p> <p>Pacific County has long been a community of collaboration, partnerships and relationship-based efforts designed to improve services for the citizens of the county. Both agencies feel this grant opportunity is an excellent step in the next direction.</p>

Amount of .1% funds Requested	\$18,500
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Attachment C - Narrative

1. Purpose and Project Description: Provide a detailed description of your proposed project and its purpose. Include the following information:

a. Purpose: , Goals and Outcomes

Increase Collaboration and Care Coordination between OBMC and WBH and Increase OBMC Primary Care Prescriber Skillset In Prescribing Psychotropic Drugs

- A. GOAL: Develop regularly occurring carved out times for care coordination with Willapa Behavioral health
 - a. Outcomes: Increased communication for shared clients
 - b. Stronger discharge planning and transitional support for clients exiting higher levels of mental health care and entering primary care for prescribing needs
- B. GOAL: Close the identified community gap of limited primary care prescribers versed in prescribing for certain community mental health exited clients
 - a. Outcomes: Increased communication for shared clients
 - b. Stronger discharge planning and transitional support for clients exiting higher levels of mental health care and entering primary care for prescribing needs
 - c. Expedited re-entry back into WBH care if clients seen for primary care med-management only begin to decompensate

b. See Project Workplan

- c. This project is new. Membership in NEI and Regular Care Coordination meetings can occur upon receipt of the award. The NEI congress is typically in the fall each year.
- d. The model is not based upon an identified best practice model, but supports a difficult contractual requirement for community mental health. While WBH is required to conduct care coordination, it is challenging for local clinics to free up valuable and highly limited provider time to devote to much needed care coordination meetings. This model will support state requirements for individuals both in and exiting the behavioral healthcare center.

2. Needs Statement: Describe why your project is needed. Include the following information:

- a. A state requirement for individuals receiving community mental healthcare services is that they meet what is known as "Access to Care Standards" or ACS. As they progress through treatment and receive medication, it's natural that they begin to achieve a higher level of functioning on their road to recovery, and no longer meet ACS. The state requires that these individuals be exited from community mental healthcare settings (WBH). The gap and difficult challenge is that Pacific County lacks primary care prescribers or specialized prescribers who are willing or feel comfortable prescribing for these individuals. Many individuals achieve a state of being stable and functioning, and only need "medication management." For these individuals, the lack of a local prescriber is serious. And WBH is faced with either non-compliance with state expectations for ACS, or extreme difficulties transitioning and discharging clients. This partnership of increased Care Coordination and enhanced, advanced education for a primary care provider at OBMC will address the problem.
- b. **Strategic Themes & Goals:** This project falls under Mental Health Goals 1 and 3. Individuals who need services at a lower level of care (prescribing only) will have an option for a primary care prescriber. In addition, ongoing Care Coordination will allow immediate and fast-tracked access back into WBH ACS if discharged clients show any signs of decompensating. OBMC will have regular communication with WBH, and through either Crisis services or expedited request for services and assessments, discharged clients can be seen more quickly.
- c. **Project's intended audience.** This grant is designed to serve the overlap of individuals who are clients of WBH and also utilize OBMC for primary care services. Typically this includes people who live from Naselle through Ocean Park. It's likely that more than 90-95% of the individuals will be Medicaid covered, but it's possible some private pay clients will also be included
- d. WBH attempts to Care Coordinate with all medical providers, but the common barrier of time is consistent across every single medical organization in the county. With the acknowledgement of dedicated time, this project can ensure the much needed communication, coordination, and relationship development between the two agencies occurs.

3. Collaboration: Preference will be given to proposals demonstrating a collaborative approach. Describe any plans to collaborate with other community partners that will support project implementation. Include the following information:

- a. Identify other organizations participating in the proposed project. Describe the roles and responsibilities of these organizations and include Letters of Commitment demonstrating partner investment as an attachment to the RFP.

This project is being developed in conjunction with, and the support of Willapa Behavioral Health (see attached letter of support).

- b. Identify (source and amount) other funding that will be used to support the proposed project.

Ms. Marsh is being made available as a provider at OBHMC. There has been a gap between the needs and availability of these prescriber services.

- c. Identify "in-kind" and other non-monetary resources that will support the proposed project.

Ms. Marsh will be supported by other resources (clinical and management) at OBHMC including the Clinic Manager, CEO and COO. Estimated value (pro-rated for patients treated): \$2,500.

4. Staff and Organizational Experience: Provide an overview of the organization and staff who will be implementing the proposed project. Include the following information:

- a. Discuss the capability and experience of the applicant organization. Ocean Beach Hospital and Medical Clinics (OBHMC) have been serving the Long Beach Peninsula and southern Pacific County for over 80+ years. OBHMC committed to help improve the well-being of the community it serves. This collaboration between OBHMC and WBH will further enhance an already existing collaboration – and serve to enhance a full service continuum of care. The collaboration will also serve as a foundation for the Early Adopter programs being developed in WA. http://www.hca.wa.gov/hw/pages/Integrated_purchasing.aspx
- b. Provide information about who will be responsible for project implementation including required qualifications for project staff.
 - i. WBH: Dr. MaryAnne Murray is a nationally certified Family (Medical) Nurse Practitioner, Family Psychiatric/Mental Health Nurse Practitioner, and Addictions Nurse Practitioner. She has more than 25 years of experience in chemical dependency treatment as a Chemical Dependency Professional, Mental Health Counselor, Registered Nurse, Clinical Nurse Manager, and Nurse Practitioner. She earned Basic and Advanced Certificates in Addiction Studies at Seattle University, plus she has earned doctoral degrees in Nursing (DNP) and Education (EdD). MaryAnne has undergone special training in various forms of psychotherapy.
 - ii. Shannon Marsh, ARNP: Ms. Marsh is an accomplished primary care nurse practitioner, and recently joined the provider team at Ocean Beach Hospital and Medical Clinics. She has a strong desire to support this community need.

5. Evaluation: Describe how project success will be measured. Include the following information:

- a. Describe how you will ensure project fidelity.

- i. OBH will ensure that the selected primary care prescriber will be entered into membership of NEI upon receipt of grant, and WBH will ensure that their ARNP begins to initiate setting up regular Care Coordination meetings.
 - ii. Clinical Director of WBH will ensure a process for expedited access back to WBH Access to Care Standard services will occur for any clients who decompensate under primary care prescriber services. Decompensation is a part of the cycle of recovery and growth for some individuals, and by developing a process ahead of time, quality assurances can be met.
- b. Identify performance measures that will be tracked.
- i. Client Counts will be taken at the start and end of the program to determine how many clients are able to successfully transition to primary care prescribing. Qualitative summary data will be reviewed to discuss unplanned obstacles, issues, and concerns. Each of those will be addressed as they arise through the Care Coordination meetings, and when needed, through each agency's administration.
 - ii. Self-perceived confidence and comfort with prescribing psychotropic medications will be surveyed on primary care prescriber(s) at the start and end of project.
- c. Describe how data will be used for project quality improvement.
- i. Quality measures will include the number of clients served in successful transition and discharge to primary care, the number of clients who decompensate and achieve barrier-free, expedited access back into WBH
 - ii. Also, Care Coordination meeting dates will be collected and tracked

Project Work Plan Template (you may add more goals and/or activities as necessary)

GOAL ONE: Develop the service		
<i>Strategy 1: Develop program in conjunction with Willapa Behavioral Health.</i>		
Activity	Who's responsible?	By when?
	Stephanie Ellsworth	Q1-2016
	Larry Cohen	Q1-2016
<i>Strategy 2: Obtain needed education and credentials for the selected provider.</i>		
Activity	Who's responsible?	By when?
	Shannon Marsh, NP	TBD

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GOAL TWO: Implement the service.

Strategy 1: Open slots on the provider's schedule to provide prescriber services.

Activity	Who's responsible?	By when?
	Stephanie Ellsworth	TBD

Strategy 2: Collaborate with Willapa Behavioral Health to avoid ED/IP services.

Activity	Who's responsible?	By when?
	OBHMC & WBH	TBD

Attachment D - BUDGET

Year 1 Budget Summary

Description	Direct Request (.1% funds)	In-kind* & Matching*	Project Total (direct request + in-kind/match)
NEI Training/Membership/Travel	\$3,500		\$3,500
WBH Stipend (36 hours) #	\$5,748	WBH support	\$5,748
Lost Revenue During Training	\$5,120		\$5,120
Uncompensated Care Factor	\$2,972		\$2,972
Administrative Overheard	\$1,159		\$1,159
# = Not in OH			
TOTAL	\$ 18,5000	\$	\$ 18,5000

Updated August 17, 2015

13,000 (funded)