BEFORE THE BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON
1216 W. Robert Bush Drive
South Bend, Washington

Continued Meeting
Tuesday, December 18, 2013
9:00AM or shortly thereafter

The Board of County Commissioners meeting will be called to order after the business of the Local Board of Health is finished

AGENDA

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. Consent Agenda items will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

PUBLIC HEARINGS/MEETINGS

10:00 AM Public Hearings
- consider supplemental requests
- consideration of Fire District #5 Annexation

10:00AM Continued Public Hearing
Columbia Land Trust Open Space

Call to Order

Public Comment *(limited to three minutes per person)*

CONSENT AGENDA (Items 1-12)

Department of Public Works

1) Approve Cancellation of Surety Bond from Green Diamond Resource Company pertaining to Road Haul Permit No. 2014-1

Flood Control Zone District 1 (Board of Supervisors)

2) Accept Perpetual Non-Exclusive Stormwater Easement from Michael D. & Beverly J. Cole

Department of Community Development

3) Approve Amendment #1 to Agreement No. G1400076 with Department of Ecology

4**)** Adopt Resolution 2013-075 establishing fees for services performed

Health & Human Services Department

5**)** Approve Amendment #10 to Agreement #1163-27318 with Department of Social & Health Services for substance abuse treatment and prevention services

The Board may add and take action on other items not listed on this agenda and order of action is subject to change.

The hearing facility is "barrier free" and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners' Office at the address noted above or at 360/875-9337.

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Boards and Commissions

6) Approve the appointment of Sherry McDonald to the vacant position on the Human Services Advisory Council, effective immediately

7) Approve the appointment of Val Rowe to the Fair Board, effective immediately

8) Approve the appointment of Greg Rogers to vacant "property owner at large" position on the Oysterville Design Review Board, effective immediately

General Business

9) Adopt Resolution 2013-072 reclassifying the position of Chief/Deputy Investment Officer in the Treasurer's Office to Chief Treasury/Investment Officer effective January 1, 2014

10) Adopt Resolution 2013-076 supporting the WA State Association of Counties Fiscal Sustainability Initiative

11) Adopt Resolution 2013-077 amending the Public Records Policy

12) Approve Vendor Claims
Warrants Numbered 119746 through 119843 - $73,341.99

ITEMS REGARDING AUDITOR'S OFFICE

13) Acknowledge resignation of Jo[illegible]dy, Administrative Assistant II, effective 12/31/2013 and authorize advertising for vacant position

14) Consider approval of the appointment of Peggy Smith to fill the vacant 1.0 FTE Administrative Assistant II

ITEMS REGARDING DEPARTMENT OF PUBLIC WORKS

15) Consider approval of request to hire Josh Sedy to fill vacant Administrative Assistant II effective January 1, 2014

ITEMS REGARDING DEPARTMENT OF COMMUNITY DEVELOPMENT

16) Consider approval lease with Copiers NW for two cannon copiers; authorize Chair to sign

ITEMS REGARDING HEALTH & HUMAN SERVICES DEPARTMENT

17) Consider approval of Agreement with Willapa Behavioral Health for Maternity Support Services Program

18) Consider approval of Client Service Contract #1312-93045 with WA Department of Social and Health Services; authorize Chair to sign

19) Consider approval of request to post vacant Human Services Programs Manager

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ITEMS REGARDING SHERIFF'S OFFICE

20) Consider approval of request to purchase two Honda motorcycles from King County Sheriff's Office in the amount of $32,915, plus tax

21) Confirm the appointment of Denise Rowlett to chief Deputy, Grade 14 and Scott McDougall to Deputy Director of Emergency Management Grade 13, both effective January 1, 2014

ITEMS REGARDING SUPERIOR COURT

22) Consider approval of Professional Services Agreement for Drug Court Coordination with Bill Weiss

23) Consider approval of Contract for Interpreter Services with Pete Hinton

ITEMS REGARDING GENERAL BUSINESS

24) Approve Agreement regarding distribution of operating funds from the WA Coast Sustainable Salmon Foundation

25) **10:00am**

Public Hearings

- consider supplemental budget requests
- consideration of Fire District 1 Annexation

Continued Public Hearing

- Columbia Land Trust Open Space

EXECUTIVE SESSION

26) To discuss anticipated litigation, pending litigation or any matter suitable for Executive Session under RCW 42.30.110

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Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: December 18, 2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 1

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCO	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ [illegible]ir	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prose[illegible]	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ [illegible]C	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ She[illegible]	☐ Other

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AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: DPW	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/County Engineer	PHONE / EXT: 3368
SIGNATURE: Michael Collins	DATE: 12-06-13

NARRATIVE OF REQUEST

Green Diamond Resource Company has submitted Continuation of Surety Bond No. 6264725 for 2014 hauling in conjunction with Road Haul Permit No. 2014-1 in the amount of $5,000. Please approve continuation of the Surety Bond, the original will be on file with DPW Accounting.

RECEIVED
PACIFIC COUNTY
DEC 06 2013
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

CONTINUATION CERTIFICATE

The Safeco Insurance Company of America (hereinafter called the Surety) hereby continues in force its Bond No. 6264725 in the sum of Five Thousand Dollars and 00/100 ($5,000.00) Dollars, on

behalf of Green Diamond Resource Company

in favor of Pacific County, Dept. of Public Works

subject to all the conditions and terms thereof through December 31, 2014 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 21 day of November, 2013.

draft

Safeco Insurance Company of America
Surety

By: _____
Timothy Buhite, Attorney-in-Fact

RECEIVED
NOV 2013

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5687681

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deanna K. Nakashima; Debbie Lindstrom; Gail E. Tsuboi; Henry Baldwin; John Drummey Jr; Kathleen M. Mitchell; Kathleen Nye; Scott Alderman; Timothy Buhite

all of the city of Seattle, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of December, 2012.

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 6th day of December, 2012, before me personally appeared Gregory W. Davenp[illegible] acknowle[illegible] himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Comp[illegible]merica, and [illegible] such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a [illegible]thorized offi[illegible]

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at [illegible]hington, on [illegible]ay and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to a[illegible]y authority [illegible]e following By[illegible] Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company o[illegible]rica, whic[illegible]now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. [illegible] officer[illegible]er officia[illegible] Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President [illegible] prescribe, s[illegible]point such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all unde[illegible]ngs, bonds, reco[illegible]nces and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bin[illegible] Corporation by [illegible]signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted [illegible]y representa[illegible] or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such [illegible]ity.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of November, 2013.

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

draft

Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: December 18, 2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 2

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: Date:

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO:

☐ CONTINUED TO DATE: TIME:

☐ OTHER:

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ CCCOM	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ P	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosecutor	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ Sheri	☐ Other

draft

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Department of Public Works	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Director/Engineer	PHONE / EXT: 3368
SIGNATURE: Michael Collins	DATE: 12-10-13

NARRATIVE OF REQUEST

Attached for your review and acceptance is a Perpetual Non-Exclusive Stormwater Easement from Michael D. & Beverly J. Cole in conjunction with the 55th to 67th Street Drainage Clean-out Project for Flood Control Zone Dist. 1. With acceptance the easement will be recorded with the Pacific County Auditor.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Return to:

Pacific County Department of Public Works
PO Box 66
South Bend, WA 98586

PERPETUAL NON-EXCLUSIVE STORMWATER SYSTEM EASEMENT

The undersigned, **MICHAEL D. & BEVERLY J. COLE**, does hereby convey and grant to the County of Pacific, State of Washington, hereinafter referred to as the "GRANTEE", a perpetual non-exclusive stormwater system easement twenty feet (20') wide along the existing ditch for the purpose of maintenance to include; vegetation management, grading the ditch, replace culverts and place additional culverts as needed.

A perpetual non-exclusive stormwater system easement located on Tax Lot 9212-2 in Section 16, Township 10 North, Range 11West, W.M., Pacific County, Washington, known as Parcel No. 10111692122 as recorded under Auditor Fee No. 3108470 on file in the office of the Pacific County Auditor.

The terms of this easement are as follows:

1. GRANTEE, its agents, independent contractors, and invitees shall use the easement for installation, maintenance and repair of the stormwater conveyance system therein.

2. GRANTEE, its agents, independent contractors, and invitees reserve the right of reasonable access to reconstruct, maintain, and/or repair the stormwater conveyance system.

3. GRANTEE, its agents, independent contractors, and invitees, upon reconstruction, maintenance and/or repair shall return the surface of the property to as near the condition it was prior to the work as is feasible.

4. GRANTOR reserves the right to use the easement to construct driveways, paving, landscaping, and fill, provided that GRANTOR shall no construct or maintain any building, structure or improvement which would interfere with the rights herein described.

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5. GRANTEE agrees to indemnify and defend GRANTOR from any loss, claim, or liability to GRANTOR arising in any manner out of GRANTOR'S use of the easement.

IN WITNESS WHEREOF the undersigned has executed this instrument this 5 day of ~~20th~~ Dec., 20 13.

MICHAEL D. COLE

BEVERLY J. COLE

STATE OF WASHINGTON)(
COUNTY OF PACIFIC)(

On this day personally appeared before me Michael D. Cole and Beverly J. Cole known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their own free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of December, 20 13.

HEATHER M. SOULE
COMMISSION EXP.
NOTARY
PUBLIC
FEB. 6, 2014
STATE OF WASHINGTON

Notary Public in and for the State of Washington
Residing at Long Beach, WA
Commission Expires 02/06/2014

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Board of Pacific County Commissioners
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REQUESTED MEETING DATE: 12.18.2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

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☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCOM	☐ Superior Court
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☐ SEA	☐ Clerk	☐ Health	☐ Prosecu[illegible]	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ [illegible]	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ She[illegible]	☐ Other

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AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): EH
OFFICIAL NAME & TITLE: Faith Taylor-Eldredge, Director	PHONE / EXT: 360.875.9356
SIGNATURE:	DATE: Dec 11 '13

NARRATIVE OF REQUEST

The Department of Ecoloyg is amending Solid Waste Enforcement grant agreement G140076 due to an incorrect budget table listed in the original signed agreement. This does not alter of the grant; the overall and task budgets were correct but the budget summary on page 6 was incorrect.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

AMENDMENT NO. 1 TO AGREEMENT NO. G1400076

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

PACIFIC COUNTY

Purpose: To amend the above referenced grant agreement between the Department of Ecology (ECOLOGY) and Pacific County (RECIPIENT) due to an incorrect budget table on Page 6 of the original grant agreement. This amendment will provide the correct budget table that aligns with the correct budget amounts as identified on Page 2 of the original agreement.

IT IS MUTUALLY AGREED that the agreement is amended as follows:

1. The maximum eligible cost and state share amount for this agreement remains the same.
2. The following table identifies the correct budget for this agreement as identified on Page 2 of the original grant agreement:

PART 2: BUDGET

Budget Information by CATEGORY/TASK	**Maximum Eligible Cost**	**State Grant Share**
CATEGORY: SOLID WASTE ENFORCEMENT	**$ 190,562.66**	**$ 142,922.00**
1. SOLID WASTE ENFORCEMENT	**$ 190,562.66**	**$ 142,922.00**
TOTAL GRANT BUDGET		
TOTAL MAXIMUM ELIGIBLE COST		**$ 190,562.66**
STATE GRANT SHARE (75%)		**$ 142,922.00**
LOCAL CASH MATCH (25%)		**$ 47,640.66**
INTERLOCAL COSTS (0 %)		**$ - 0 -**

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3. The expected outcomes remain the same.

4. The effective date of this amendment is July 1, 2013.

5. All other terms and conditions of the original agreement and any amendments remain in full force and effect.

IN WITNESS WHEREOF, the parties sign this Amendment:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Laurie G. Davies Date
Program Manager
Waste 2 Resources Program

PACIFIC COUNTY

Signatory Date

Print Name and Title of Signatory

APPROVED AS TO FORM ONLY
Assistant Attorney General

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Board of Pacific County Commissioners
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REQUESTED MEETING DATE: 12/18/2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

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Initial: _____ Date: _____

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Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

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☐ SEA	☐ Clerk	☐ Health	☐ Prosecut[illegible]	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ [illegible]	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ Sher[illegible]	☐ Other

draft

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Community Development	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Faith Taylor-Eldred	PHONE / EXT: 875.9356
SIGNATURE:	DATE: Dec 12'13

NARRATIVE OF REQUEST

The Department is revising the Department's fee schedule (Resolution 2012-049), adopted 11 December 2012, to include items that were overlooked in the previous versions, to clarify currently listed items, and to correct discrepancies with other resolutions and agreements when different fees were listed for the same item.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

BEFORE THE BOARD OF PACIFIC COUNTY COMMISSIONERS

RESOLUTION NO.2013 - _____

A RESOLUTION REGARDING FEES FOR SERVICES PERFORMED BY PACIFIC COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT AND PUBLIC WORKS IN SUPPORT OF BUILDING, ENVIRONMENTAL HEALTH, AND LAND USE REVIEW, ADOPTION OF A SCHEDULE OF FEES, AND RECISION OF PRE-EXISTING FEE RESOLUTIONS.

WHEREAS, in the matter of providing services to the public and other municipal entities, the Board of Pacific County Commissioners and the Board of Health have reviewed state statutes and county ordinances, resolutions, rules, regulations, policies and procedures and find the following facts:

1. Pacific County has enacted certain ordinances and resolutions that provide fees for the reimbursement of costs of services provided by Pacific County; and

2. Those ordinances and resolutions and certain facts regarding the same were enumerated in:

Resolution Number:	Pass in open session of the BOCC on:
81-066	
82-099	
83-028	01 March 1983
83-154	15 November 1983
83-188	20 December 1983
88-121	19 December 1988
90-155 & as amended	18 December 1990
90-156	28 December 1990
92-105	08 September 1992
92-110	8 September 1992
93-072	19 April 1993
95-097	24 October 1995
97-024	11 February 1997
97-040	11 April 1997
98-033	10 March 1998
99-088	24 August 1999
00-094	14 November 2000
01-063	28 August 2001
02-099	30 December 2002
04-098	28 December 2004
05-072	27 December 2005
06-063	12 December 2006
08-002	22 January 2008
10-001	12 January 2010
2012-049	11 December 2012

3. The revisions and/or amendments stipulated in the resolutions listed herein have been accomplished in accordance with state statute and county rules, regulations, policies and procedures; and

4. The Board of Pacific County Commissioners desires to coalesce and adjust existing fees administered by the Department of Community Development into one uniform fee schedule for the benefit of the general public; now, therefore,

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BE IT HEREBY RESOLVED, that the following schedule of fees be adopted, and that any and all portions of the above listed resolutions that conflict with this schedule are hereby rescinded:

Section 1: Application Processing

A.	Application Processing Fee (Charged on all applications, licenses, etc)	$40.00
B.	Technology Fee (Charged on all applications, licenses, renewals, etc)	$5.00

Section 2: Shoreline Substantial Development

A.	Exemption-Substantial Development Permit Application	$130.00
B.	Exemption- Forest Practice Review[1]	$65.00
C.	Type II Shorelines Substantial Development Permit Application	$650.00
D.	Type III Shorelines Substantial Development Permit Application	$780.00
E.	Sand Removal-Substantial Development Permit Application	$130.00
F.	Dune Modification and Exemption	$390.00
G.	Shorelines Permit Revision	$325.00
H.	Public Notice Fee (Shorelines)	$195.00

Section 3: Planning/Zoning

A.	Setback/Zoning Review	$40.00
B.	Zoning Variance (Type III Review Process)	$650.00
C.	Conditional Use Permit (Type III Review Process)	$650.00
D.	Special Use Permit (Type II Review Process)	$520.00
E.	Change of Zone (Rezone) Application	$975.00
F.	Comprehensive Plan Amendment	$975.00
G.	Forest Land Conversion Review (Conversion review, conversion option harvest plans, moratorium waivers)	$425.00
H.	WCF Application Review Type I Process	$130.00
I.	WCF Application Review Type II Process	$520.00
J.	WCF Application Review Type III Process[4]	$650.00
K.	Floodplain Development Permit	$130.00
L.	Oysterville Design Review	$520.00
M.	Public Notice Fee (Zoning)	$195.00
N.	Vacation Rentals	$90

Section 4: Critical Areas and Resource Lands (CARL)/Land Alteration and Drainage Ordinance (LADO)

A.	CARL and LADO Checklist Review/Site Evaluation	$130.00
B.	CARL Assessment, Delineation, and Mitigation Plan Review	$325.00
C.	CARL Administrative Variance/Viable Use Review	$390.00
D.	Public Notice Fee (CARL/LADO)	$195.00

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1 Review for timber harvest/forest practices only for compliance with the Shoreline Master Program
2 Cell Tower Review Type I (Attaching antenna to existing tower)
3 Cell Tower Review Type II (New tower co-located)
4 Cell Tower Review Type III (New tower, variance)

Section 5: State Environmental Policy Act (SEPA)

A. Environmental (SEPA) Checklist Filing Fee	$160.00
B. Threshold Determinations Review Fee[5] Commercial Industrial Rezones (additional fee) Subdivision or Short Platting not exempted under WAC 197-11-800(6) (c) (additional fee)	 $195.00 $325.00
C. DNS – Determination of Non-Significance (no additional fee)[6]	
D. Mitigated Determination of Non-significance (additional fee)[7]	$195.00
E. Environmental Impact Statement (EIS)[8]	
F. Public Notice Fee (SEPA) (minimum fee)[9]	$195.00

Section 6: Subdivision(s)

Short Subdivision/Large Lot Fees (1-4 lots)

A. Short Plat or Large Lot Subdivision (1-4) Lots Pre-application	No charge
B. Short Plat or Large Lot Subdivision Preliminary Application	$650.00+$30/lot
C. Minor Revisions (no hearing/no re-advertisement)	$260.00
D. Major Revisions (hearing and/or re-advertisement)	$520.00
E. Amended Short Plat or Large Lot	$325.00
F. Plat Feasibility Review Septic/Well (On-site Sewage Evaluation for short subdivisions, long subdivisions, large lots subdivision)[10]	$325.00+$65/additional lot
G. Final Short Plat or Large Lot Review (includes public hearing with Hearing Examiner)	$65/lot+recording fee[11]
H. Re-division or Alteration of Large Lot or Short Subdivision	$650+$30/lot
I. Land Division Exemption Review[12]	$65+recording fee
J. Refundable Cash Payment in lieu of public improvements	150% of estimated cost
K. Public Notice Fee (Subdivision)	$195.00

Long Subdivision (5 or more lots)

A. Long Subdivision Pre-Application	No Charge
B. Long Subdivision Preliminary Plat Application	$975.00 + $45.00/lot
C. Minor Revision (no hearing, no re-advertisement)	$325.00
D. Major Revision (hearing and/or re-advertisement)	$520.00
E. Final Subdivision Review	$65.00/lot+ recording fee
F. Amend Subdivision or Redivision	$520.00
G. Redivision or Alteration of Long Subdivision	$975.00+$45.00/lot
H. Plat Feasibility Review Septic/Well (On-site Sewage Evaluation for short subdivisions,	$325.00+$65/additional lot

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5 Additional fees will be required 1). Commercial Industrial Rezones 2). Subdivision or short plat that are not exempted under WAC 197-11-800(6)(a). Note: No threshold determination fee shall be charged for a proposal which could be categorically exempt by for the provisions of the County's Ordinances.

6 When a DNS is withdrawn by the County as a result of procurement by misrepresentation or lack of material disclosure and if such a DNS resulted from the actions of an applicant, any subsequent environmental checklist on the proposal shall be prepared directly by the lead agency or its consultant at the expense of the applicant.

7 Those threshold determinations resulting in a mitigated Determination of Non-Significance. In addition, the preparation and distribution costs as detailed in Resolution No. 90-156, or any amendments thereto.

8 EIS preparation and distribution costs shall be borne by the applicant or proponent as detailed in Resolution No. 90-156.

9 The County shall collect a reasonable fee from applicants to cover the cost of meeting any public notice requirement of the County's rules (Pacific County SEPA Ordinance)

10 The work of a standard septic/well evaluation is performed as in any other lot/parcel. However, due to the volume of evaulations possible with a short/large plat, the standard rate isn't feasible for each lot and so an hourly rate will be charged per additional lot.

11 If DCD is tasked to record the documents with the Auditor's Office then recording fees will be assessed by DCD. If the applicant records the documents themselves then the fee is assessed at the time of recordation with the County Auditor.

12 Exemptions listed in Land Division Ordinance Section 3(B).

	long subdivisions, large lots subdivision)[13]	
I.	Refundable cash payment in lieu of public improvements	150% of estimated cost
J.	Short Plat/Subdivision/Large Lot Exemption Review	$65/lot+recording fee
K.	Public Notice Fee (Subdivision)	$195.00

Subdivision Variance

A.	Administrative Variance Review (Type II process)	$520.00
B.	Lot Size or other Variance from Subdivision Standard (if to BoCC)	$650.00
C.	Plat Vacation	$390.00
D.	Recording	As charged by Auditor
E.	Binding site plan review	$520.00

Boundary Line Adjustment

A.	Boundary Line Adjustment[14]	$95.00

Section 7: Appeal(s)

A.	Appeal of Type I or Type II Decision	$260.00
B.	Appeal of Type III Decision	$390.00
C.	Appeal of Franchise Decision	$260.00

Section 8: Public Works Development Review

A.	Road Right-of-Way Fee (road access/approach)	$50.00
B.	Drainage Fee	$300.00
C.	Addressing	$25.00
D.	Road Review Fee (Subdivision)	$65.00/hr
E.	Franchise Application	$520.00
F.	Sand Haul/Overweight Permit	$20.00

Section 9: Building Permit(s)[15]

Total Valuation (plus 65% of Value for Plan Check Fee[16])

$1.00 to $500.00 - $23.50	$23.50
$501.00 to $2,000.00 - $23.50 for the first $500.00 plus $3.05 for each additional $100.00 or fraction thereof, to and including $2,000.00.	$23.50+$3.05 per increment
$2,001.00 to $25,000.00 - $69.25 for the first $2,000.00 plus $14.00 for each additional $1,000.00 or fraction thereof, to and including $25,000.00	$69.25+$14.00 per increment
$25,001.00 to $50,000.00 - $401.35 for the first $25,000.00 plus $10.10 for each additional $1,000.00 or fraction thereof, to and including $50,000.00.	$401.35+$10.10 per increment
$50,001.00 to $100,000.00 - $650.75 for the first $50,000.00 plus $7.00 for each additional $1,000.00 or fraction thereof, to and including $100,000.00.	$650.75+$7.00 per increment
$100,001.00 to $500,000.00 - $993.35 for the first $100,000.00 plus $5.60 for each additional $1,000.00 or fraction thereof, to and including $500,000.00.	$993.3 +$5.60 per increment
$500,001.00 to $1,000,000.00 - $3,233.72 for the first $500,000.00 plus $4.74 for each additional $1,000.00 or fraction thereof, to and including $1,000,000.00	$3,233.72+$4.74 per increment

13 See Footnote 10.

14 Recording fees assessed at time of recordation w/ County Auditor

15 The fees for each building permit, plumbing permit, and/or mechanical permit are based on finished value rather than true cost; therefore, volunteer labor and furnished materials must be included.

16 The following values were taken from the 1997 Uniform Building Code Table 1-A. The plan review fee shall be sixty-fix (65) percent of the building permit fee as established in the Table tilted "Total Valuation" in the this resolution.

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$1,000,001.00 and Up - $5,608.72 for the first $1,000,000.00 plus $3.65 for each additional $1,000.00 or fraction thereof.	$5,608.72+$3.65 per increment

Building Valuations[17] (all valuations per square foot unless otherwise noted)

A. Single Family Dwelling	$84.86
B. Residential Addition	$84.86
C. Residential Interior Remodel (Non-structural)	$42.43
D. Residential Interior Remodel (Structural)	$84.86
E. Basement (Unfinished)	$21.22
F. Garage	$30.64
G. Carport/Shed	$20.93
H. Deck (Covered)	$12.25
I. Deck (Uncovered)	$10.40
J. Pole Building	$24.51
K. Foundation Under Existing House (per lineal foot)	$65.00
L. Metal Carports (flat rate)	$65.00

Mobile Homes/Manufactured Houses[18]

A. Singlewide	$455.00
B. Doublewide	$520.00
C. Triplewide	$585.00
D. Title Elimination Fee[19]	$65.00
E. Modular Stick-Built[20]	50% of stick-built cost

Other Building Fees

A. Mechanical/Plumbing Repiping (wood stove/hea[illegible]ump/pro[illegible]ne/rep[illegible]ing/etc)	$65.00
B. Change in Occupancy	$65.00
C. Renewal of Building Permit (per 6 mo[illegible] increm[illegible] max 2 years))	$50.00
D. Re-issuance of a Permit Packet	$50.00
E. State Building Inspection Fee (plus [illegible].00/ea[illegible]dditio[illegible]nit)[21]	$4.50
F. Fire & Life Safety Inspection	$150.00

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Section 10: Fireworks

A. Fireworks - Retail Sales Permit Application[22]	$55.00

Section 11: On-site Septic

Permit(s)

A. Evaluation (new/modification/expansion/abandoned system)	$325.00
B. Installation	$195.00
C. Design Review[23]	$195.00
D. Repair Permit (6 month permit)	$160.00

17 Commercial – Based on Architects or Contractors Bid Information
18 The permit fee for installation of a mobile/manufactured is for either a home on a privately owned individual lot or in a mobile home park.
19 Fee collected at time of application and valid for duration of the permit - failure to eliminate title prior to permit expiration requires payment of fee.
20 Structure is substantially built off-site.
21 Plus $2.00 for each additional unit over the first unit in a multi-family building.
22 Includes both zoning and building fees.
23 Additional review by the request of the applicant or the County will be charged an hourly fee.

E.	Site Re-inspection	$95.00
F.	Operation and Maintenance Inspection Review	$40.00
G.	Annual Operation and Maintenance Permit	$95.00
H.	Septic System Variance Fee/Waiver Health Officer Hearing	$390.00
I.	Winter Water Table	$600.00

Installers/Pumpers/O&M Inspectors

A.	License-New[24]	$225.00
B.	License-Annual Renewal	$130.00
C.	Septic Tank Design Review	$100.00
D.	Retest fee	$130.00
E.	Pump Truck Inspections	$130.00

Section 12: Water System

A.	Single-family Well Permit	$130.00
B.	Cistern Permit	$400.00

Section 13: Recreational Vehicle Parks

A.	0-20 spaces	$130.00
B.	21-50 spaces	$195.00
C.	51-100 spaces	$260.00
D.	101 or more spaces	$325.00
E.	Temporary RV Park (less than 7 days in duration) - Profit	$65.00
F.	Temporary RV Park (less than 7 days in duration) - Non-Profit	$30.00

Section 14: Solid Waste

A.	Transfer Station Permit-Plus other solid waste plan implementation tipping fee as adopted by separate resolution	$650.00
B.	Land Application Permit	$250.00
C.	Other Solid Waste Sites and Facilities[25]	$130.00

Section 15: Water Recreation Facilities

A.	Spa	$130.00
B.	Swimming Pool	$260.00

Section 16: Water Quality

Laboratory Testing

A.	Coliform Presence/Absence	$30.00
B.	Membrane Filtration	$30.00

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24 The test is $100 for a homeowner that does not require a license.
25 Includes exempt facilities.
26 Fees are for an annual permit. The same number of inspections is performed at each facility, regardless of the differences in operating times or schedules.

Section 17: Food

Food Classes

A. Food Handlers Permit	$10.00
B. Copy of Food Handler Card	$1.00
C. Food Handlers Booklets	$1.00

Food Service Establishments[27]

A. Level 1[28]	$65.00
B. Level 2[29]	$130.00
C. Level 3[30]	
0-25 seats	$195.00
26-50 seats	$225.00
51-75 seats	$260.00
76-100 seats	$290.00
100+ seats	$325.00
D. School Cafeteria	$195.00
E. Bed & Breakfast	$130.00
F. Commissary Kitchen/Caterer	$130.00
G. Complex Facilities (includes multiple levels (1, 2, & 3) w/in one establishment)	
Fee based on highest level (1,2, or 3) plus a flat rate per facility department[31]	$50.00

Temporary Events[32]

A. Non-potentially hazardous (per event) – submitted by application deadline	$30.00
B. Non-potentially hazardous (annual) – submitted by application deadline	$65.00
C. Potentially hazardous (per event) - submitted by application deadline	$65.00
D. Potentially hazardous (annual) – submitted by application deadline	$130.00
E. Late fee for Temporary Establishment license applications not submitted by application deadline	$65.00
F. Sampling of Non-potentially and Potentially hazardous food	$30.00

Section 18: Plan Review for Environmental Health

A. All environmental health permits/licenses (2 hour minimum)[33]	$65.00/hr
B. Change of ownership w/ no change in operations (2 hour minimum)	$65.00/hr

Section 19: Miscellaneous Review(s)

A. Open Space Applications Requiring Public Review and Public Hearing with Planning Commission (Tax conversions)	$425.00
B. Permit Revision/Site Plan Revision after Permit Issuance (2 hour minimum)	$65.00/hr
C. Permit Revision/Site Plan Revision prior to permit issuance (An additional review fee	$65.00/hr

27 Change of ownership w/ no change in food preparation methods will only be charged the plan review fee. If food preparation methods change from previous owner then a plan review fee and food establishment service establishment fee will be assessed.
28 Level 1 (cold holding)
29 Level 2 (cold holding, hot holding)
30 Level 3 (cold holding, hot holding, reheating, cooling, variances, any type of food prep)
31 Example: A facility with three departments (grocery, deli w/14 seats, and meat market) would pay a Level 3 plus a flat rate of $50.00 for each additional department 195+50+50=$295
32 Non-profit organizations will be assessed at ½ the original fee
33 Excludes water recreation facilities, which are sent to the State for review.

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	assessed if further review is requested by either the applicant or the County.)	
D.	Assembly Ordinance Permits	$200.00
E.	Special Consultation Fee/Special Inspection Fee - Hourly Rate (2 hour minimum)	$65.00/hr
F.	Hearings Examiner[34]	$600.00
G.	Administrative Review[35]	$300.00

Section 20: Penalty/Additional Fees

A.	All license renewal fees not received by January 1st	$65.00
B.	All license renewal fees not received by February 1st (in-addition to all previously assessed fees)[36]	$65.00
C.	Posting those facilities/establishments that did not pay their annual license fees[37]	$150.00
D.	Recording Fees (for all notices that are recorded)	As charged by the Auditor
E.	Certified Letters (for all notices that are mailed)	As charged by the USPS
F.	Work started prior to permit issuance shall be assessed a penalty fee totaling 1 1/2 times the total of all permit fees[38]	
G.	A site needing to be re-inspected will be charged at the hourly rate.[39]	$65.00/hr

Section 21: Hourly Fee

A.	Hourly rate[40]	$65.00/hr

Section 22: Administrative[41]

A.	Copies (8 1/2 x 11 & 8 1/2 x 14)[42]	Per Pacific County Resolution
B.	Copies (11 x 17)	Per Pacific County Resolution
C.	Fax fee (Off public phone network)	Per Pacific County Resolution
D.	Tapes/CD Duplication Fee	Per Pacific County Resolution
E.	Recording Fee	As charged by Auditor
F.	Certified Letters	As charged by the USPS
G.	Tapes/CD Duplication Fee	Per Pacific County Resolution
H.	Mileage	Per Pacific County Policy

All fees are non-refundable, except when an individual withdraws or cancels a building project at which point the individual will receive a refund of 60% of the building fees. No application will be issued without receipt of payment in full of all applicable fees. Any application that remains on inactive status for a period of 180 days will be closed and fees may be forfeited.

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34 If the hourly rate is above the flat rate of $600, the applicant will be charged for every hour after that at the hourly fee.
35 In the case that something needs to come before the Board of Health or the Health Officer.
36 Licenses not renewed by February 15th will be terminated and the establishment closed. Re-application and fees will be required to re-open.
37 Establishments that reopen within the same calendar year that they are closed will be required to pay all assessed penalty fees plus annual license fees unless a copy of the Washington State Business License is submitted showing a change of ownership.
38 If fees are $1000 then the penalty fee will be $500, which will be assessed to the original permit fee totaling $1500. $1000+$500=$1500
39 Every inspection will be allowed one re-inspection. Anything beyond two inspections will be charged.
40 The hourly rate includes anything that is not in the fee schedule that takes time and resources, such as special inspections, consultation fees, etc.
41 Determining the exact personnel, equipment, and supply costs associated with duplication is an unduly burdensome task; therefore, the County adopts the following rate structure.
42 Document Fee shall equal sum of duplicating costs and representative proportion of cost of personnel performing duplication of that document. NOTE: If the representative proportion of the cost of personnel performing duplication cannot easily be determined, the fee shall default to A). of this table.

PASSED by the following vote this _____ day of _____, 20____ by the Board of Pacific County Commissioners meeting in regular session at South Bend, Washington, then signed by its membership and attested to by its Clerk in authorization of such passage:

_____YEA; _____NAY; _____ABSTAIN; and _____ABSENT

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

_____
Lisa Ayers, Chair

_____
Frank Wolfe, Commissioner

_____
Steve Rogers, Commissioner

ATTEST:

_____
Marie Guernsey
Clerk of the Board

APPROVED AS TO FORM:

_____
David J. Burke, Prosecuting Attorney

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Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: _____

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCOM	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ [illegible]	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosecu[illegible]	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ [illegible]	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ She[illegible]	☐ Other

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AG[illegible]DA ITEM RE[illegible]UEST

Please fill out in full or the request may be retu[illegible] for mo[illegible]formation. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Health - Hu[illegible]n [illegible]ervices DIVISION (if applicable):

OFFICIAL NAME & TITLE: Katie L[illegible]dstrom Deputy Director PHONE / EXT: 2648

SIGNATURE: [illegible] DATE: 12-12-13

NARRATIVE OF REQUEST

Requesting approval and signature of amendment #10 to agreement #1163-27318 with DSHS- Division of Behavioral Health and Recovery. This amendment adjust budget amounts for substance abuse treatment and prevention services, modifies the service rate agreement for treatment services, and replaces the contract statement of work in its entirety, mostly due to changes related to the affordable care act that will go into effect January 1st. Please contact me at ex 2648 with any questions. Thank you!

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Washington State Department of Social & Health Services	**COUNTY PROGRAM AGREEMENT AMENDMENT**	DSHS Agreement Number 1163-27318 Amendment No. 10

This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.	Administration or Division Agreement Number County Agreement Number

DSHS ADMINISTRATION	DSHS DIVISION	DSHS INDEX NUMBER	CCS CONTRACT CODE
Behavioral Health and Service Integration	Division of Behavioral Health and Recovery	1231	1231

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Tiffany Villines	4500 10th Avenue SE Lacey, WA 98503

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL
(360) 725-3726	(360) 586-0341	tiffany.villines@dshs.wa.gov

COUNTY NAME	COUNTY ADDRESS
Pacific County	1216 West Robert [illegible]sh Drive Post Office Box 26 South Bend, WA 98[illegible]
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER	COUNTY CONTACT NAME Katie Oien-Li[illegible]

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(360) 875-9343	(360) 875-9323	koien@co.pacific.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	CFDA NUMBERS
No	93.959

AMENDMENT START DATE	PROGRAM AGREEMENT END DATE	
01/01/2014	[illegible]30/2015	
PRIOR MAXIMUM PROGRAM AGREEMENT AMOUNT	AMOUNT OF INCREASE OR DECREASE	TOTAL MAXIMUM PROGRAM AGREEMENT AMOUNT
$1,038,990.00	$401,4[illegible]00	$1,440,431.00

REASON FOR AMENDMENT:
CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO

EXHIBITS. When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference:

☒ Exhibits (specify): Exhibits A through I

This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.

COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED

DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	DBHR Contracts	

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10. Additional Services. 62

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This Amendment supersedes the previous Contract Special Terms and Conditions (as amended) in its entirety. The purpose of this Amendment is to clarify the content going forward through re-ordering the sections, to add new requirements, to delete some requirements (such as ADATSA and Disability Lifeline which are now taken care of through Medicaid/Apple Health) and to clean up inaccuracies. All Exhibits have been renumbered due to the addition of Exhibit A – Data Security. The effective date of the Amendment is January 1, 2014.

All language is applicable to each County/Contractor unless noted below or as identified in specific sections within the Amendment.

Section 8. Prevention Statement of Work does not apply to the following:

Beacon of Hope
Kittitas County
Palouse River Counseling
Skamania County
Stevens/Ferry County
Yakima County

Section 9. Treatment Statement of Work does not apply to the following:

Jefferson County
Kittitas CCPHS Network
Republic School District
Skamania County (Skamania Sherriff's Office)
Tekoa School District
Mt. Adams School District
Sunnyside School District

Section 10. Additional Services applies only to the identified County for the specific Exhibit(s):

County/Contractor	Exhibit(s):	County/Contractor	Exhibit(s):
Clark County	D	Pierce County	D, E
Grant County	F	Snohomish County	D
King County	D, E, G, H	Spokane County	D, E
Kitsap County	H	Mt. Adams SD	I

Exhibit C. Service Rate Plan does not apply to the following:

Jefferson County
Kittitas CCPHS Network
Mt. Adams School District
Republic School District
Sunnyside School District
Tekoa School District

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1. **Definitions.**

a. "Assessment" means diagnostic services provided by a CDP or CDP trainee under CDP supervision to determine a client's involvement with alcohol and other drugs. See WAC 388-877 & 388-877B for a detailed description of assessment requirements.

b. "Awards and Revenues" or "A&R" details the County's Awards and Revenues attached as Exhibit B

c. "Awards" means the total funding of all individual awards DSHS allocates to the County, and the total of all awards in this Contract's Maximum Amount, which is itemized, per service, in Exhibit B.

d. "BARS" means – "Fiscal/Program Requirements", see below, which replaces BARS document.

e. "BHSIA" means the Behavioral Health and Services Integration Administration.

f. "Boilerplate Language" means the standard contract language including General and Special terms, which will be common to all subcontracts issued by the County for provision of the services required by the Contract.

g. "Capacity Management" means a continually updated system for identifying treatment capacity for clients who cannot be admitted and a mechanism for matching clients to treatment programs with sufficient capacity.

h. "Chemical Dependency" means an alcohol or drug addiction, or dependence on alcohol and one or more other psychoactive chemicals.

i. "Community Prevention and Wellness Initiative" or "CPWI" means the DSHS substance abuse prevention delivery system that focuses prevention services in high-need communities in Washington State selected by County and approved by DSHS.

j. "Contract Manager" means the DSHS contact identified on page one of this Contract.

k. "County Community Services" means the state, SAPT and grant funding allocated to the County by the state and is a term used in TARGET.

l. "County Coordinator" means the person designated by the legislative authority of a County to carry out administrative and oversight responsibilities of the County chemical dependency and prevention programs.

m. "Criminal Justice Treatment Account Funds" means a state revenue source appropriated for drug and alcohol treatment and support services for offenders.

n. "Data" means information that is disclosed or exchanged as described by this Contract.

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o. "Date of first contact" means the date a person contacts an agency by any means (walk-in, telephone call, referral through a physician, counselor or CDP, etc.) to request a service when the date for the service is scheduled at the time of the contact.

p. "DBHR" means the Division of Behavioral Health and Recovery or its successor.

q. "Dependent children" means children under age 18 living with the parent or through age 20 if enrolled in school and financially supported by the parent.

r. "Drug Court Funds" means funds appropriated for drug and alcohol treatment and support services for offenders within a Drug Court Program.

s. "DSHS Contact" means the DSHS Contact staff identified on page one of this Contract.

t. "Ensure" as to this Agreement means to make sure that something will happen or will be available within the resources identified in Exhibit B, A&R.

u. "Fiscal/Program Requirements" means the Bulletin or the updated version of the formerly titled BARS manual including the DSHS BHSIA DIVISION OF BEHAVIORAL HEALTH AND RECOVERY/CHEMICAL DEPENDENCY Supplementary Instructions and Fiscal Policy Standards for Reimbursable Costs as used by DBHR located at:

http://www.dshs.wa.gov/dbhr/dbhrprovider.shtml

v. "GAIN-SS" means the Global Assessment of Individual Needs – Short Screener tool for conducting the integrated comprehensive screening for coordinating chemical dependency and mental health issues. The GAIN-SS is completed by the patient and interpreted by a CDP or CDP trainee under CDP supervision.

w. "Integrated Screen and Assessment" means a CDP or CDP trainee under CDP supervision conducts a face to face meeting with the patient to determine the patient's involvement with alcohol and/or other drugs and indications of a co-occurring disorder.

x. "Indigent Patients" means those receiving a DSHS income assistance grant (e.g., TANF, SSI) or medical assistance program (Categorically Needy, Medically Needy, Medical Care Services). They are usually identified by a medical coupon or Medicaid identification card. Food stamp recipients are not considered indigent patients unless they also receive one of the above grant or medical assistance programs.

y. "Interim Services" means services offered to an eligible patient denied admission to treatment due to a lack of capacity.

z. "Intravenous Drug User" (IVDU) means a person or patient who has used a needle one or more times to illicitly inject drugs.

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aa. "Low-Income Patient" means that individual whose gross household monthly income does not exceed the monthly income determined by 220% of the Federal Poverty Guidelines as eligible for low-income services. These individuals are eligible to receive services partially supported by County Community Services.

bb. "Media materials and publications" means:

(1) News Release: A brief written announcement your agency provides to reporters highlighting key events, research, results, new funding and programs, and other news.

(2) Paid Media: Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV and radio).

(3) Earned Media: Published news stories (print, broadcast or online) resulting from the County's contacts with reporters.

(4) Donated Media: Also known as public service announcements. Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors. Social Media: Also referred to as new media: messages posted online on Facebook, Twitter, YouTube and similar sites.

cc. "Medicaid State Match" means those funds allocated and identified in the County's Service Rates Plan, from the state awards provided under this Contract to pay the state's share of the costs of services provided to Medicaid-eligible clients.

dd. "Opiate Substitution Treatment Services" (OST) means provision of treatment services and medication management (methadone, etc.) to individuals addicted to opiates.

ee. "Patient" means individuals who are actively receiving assessment or treatment services.

ff. "Performance-based Prevention System" or "PBPS" means the management information system maintained by DSHS that collects planning, demographic, and prevention service data.

gg. "P-I-T-A" means Prevention, Intervention, Treatment and Aftercare.

hh. "Pregnant and Post-partum Women and Parenting Persons" (PPW) means

(1) Women who are pregnant.

(2) Women who are postpartum during the first year after pregnancy completion regardless of the outcome of the pregnancy or placement of children.

(3) Men or women who are parenting children under the age of six, including those attempting to gain custody of children supervised by the Department of Social and Health Services, Division of Children and Family Services (DCFS).

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ii. "Prevention Activity Data" means information input to PBPS to record all active prevention services including outcome measures. This information will be used to verify services identified in A-19 invoices prior to payment and must be entered into PBPS by the close of business on the fifteenth (15th) of each month for prevention activities provided during the previous month.

jj. "Prevention System Manager" (PSM) means the designee assigned by the DSHS Contact to manage day to day responsibilities associated with this Contract.

kk. "Resource Development" means Expenditure types allowable through the Substance Abuse Prevention and Treatment (SAPT) Block Grant that can be billed with SAPT treatment under FISCAL/PROGRAM REQUIREMENTS 99 beginning January 1, 2014, these include:

(1) Planning, coordination, and needs assessment; including local personnel salaries prorated for time spent in planning meetings, data collection (i.e. TARGET), analysis, writing and travel. It also includes operating costs such as printing, advertising, and conducting meetings. Any contracts with community-based organizations or local government for planning and coordination fall into this category, as do needs assessment projects to identify the scope and magnitude of the problem, resources available, gaps in services, and strategies to close those gaps.

(2) Quality assurance; this includes activities to assure conformity to acceptable professional standards and to identify problems that need to be remedied.

(3) Program development; this includes consultation, technical assistance, and materials to support subcontracted providers and planning groups.

ll. "Revenues" or "County Participation Match" means the County's cost share of this Contract, as identified in the Awards and Revenues Exhibit.

mm. "Service Rate Plan" (SRP) means the biennial plan that itemizes the services and activities to be provided by the County and states the negotiated reimbursement rate for the services and applies to treatment services only.

nn. "TARGET" means the Treatment and Assessment Report Generation Tool, the management information system maintained by DSHS that retains demographic, treatment, and ancillary service data on each individual receiving publicly-funded outpatient and residential chemical dependency treatment services in Washington State, as well as data on other general services provided.

oo. "Treatment Data" means information input to TARGET to record treatment services provided to patients. This information will be used to verify services identified in A-19 invoices prior to payment and work towards entering input data into TARGET by the end of 7th calendar day after the date of service.

pp. "Treatment Provider Worksheet" or "TPW" means the listing of the DSHS-certified agencies who are subcontractors of the County. The TPW identifies the type of service provided by each subcontractor and indicates if the subcontractor may bill Medicaid.

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qq. "Waiting List" means a list of persons for whom a date for service has not been scheduled due to a lack of capacity. A person will be selected from the list to fill an opening based on the required order of precedence identified in the Contract.

rr. "Young adult" means a person or patient from age 18 through age 20.

ss. "Youth" means a person or patient from age 10 through age 17.

2. Applicable Law.

This Contract contains links to both DSHS and Federal websites to provide references, information and forms for your use. Links may break or become inactive if a website is reorganized; DSHS is not responsible for links that do not respond as expected.

These legal resources identified below are incorporated by reference and include but are not limited to the following:

a. 21 CFR Food and Drugs

Chapter 1, Subchapter C, Drugs: Genera

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=e05a5d3b5c9521fa83bb6cf863ec842d&c cfr&tpl=/ecfrbrowse/Title21/21cfrv4_02.tpl

b. 42 CFR Subchapter A--General P vision

Part 2 Confidentiality of Alc l and D g Abu Patient Records

http://ecfr.gpoacce gov/cg ext/text-idx?c=ecfr&tpl=/ecfr se/Ti /42cfr2_main_02.tpl

Part 8 Certifica n of Opio Treatment Programs

http://www.acce po.gov/ ara/cfr/waisidx_08/42cfr8_08.html

c. 45 CFR Public Welfare, Part 96 Block Grants, Subpart L Substance Abuse Prevention and Treatment Block Grant

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=cf5634f82becd9d1bdf1f59a5d478a12&rgn=div5&view=text&node=45:1.0.1.1.54&idno=45#45:1.0.1.1.54.12

d. Office of Management and Budget (OMB) links regarding federally required audit requirements A-87, A-122, A-133

http://www.whitehouse.gov/omb/circulars_default/ (scroll just over halfway down the page)

e. Washington Administrative Code, Department of Social and Health Services (WAC) Chemical Dependency assistance programs 388-800, Certification Requirements 388-877 & 388-877B, WorkFirst 388-310

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http://apps.leg.wa.gov/wac/default.aspx?cite=388

Washington Administrative Code, Department of Early Learning 170.295, 170.296

http://apps.leg.wa.gov/wac/default.aspx?cite=170

f. Revised Code of Washington (RCW)

Counselors 18.19, CDP's 18.205, Regulation of Health Professions18.130, Abuse of Children 26.44, Public Officers and Agencies 42, State Government (Executive) 43, Rules of the Road 46.61, Uniform Controlled Substances Act 69.50, Treatment for alcoholism, intoxication, and drug addiction 70.96A, Involuntary Commitment 70.96A.140, Developmental Disabilities 71.A, Abuse of Vulnerable Adults 74.34.

http://apps.leg.wa.gov/rcw/

g. Fiscal/Program Requirements (Formerly BARS)

"Fiscal/Program Requirements" means the [illegible] updated version of the formerly titled BARS manual including the D[illegible] BHSIA [illegible]VISION OF BEHAVIORAL HEALTH AND RECOVERY/CHE[illegible]CAL DE[illegible]DENCY Supplementary Instructions and Fiscal [illegible]cy Stan[illegible]ds for Reimbursable Costs as used by DBHR located at:

http://www.dshs.wa.gov/dbhr/da[illegible]rovi[illegible]r.sh[illegible]

3. Purpose.

The purpose of this Ame[illegible]ment [illegible] the County to provide chemical dependency prevention, treatme[illegible]port s[illegible]ices as specified on page 3, generally in an outpatient setting, [illegible]eligible p[illegible]sons a[illegible] part of the P-I-T-A continuum. These services and activities are i[illegible]ntified and [illegible]fined in RCW 70.96A and WAC 388-877 & 388-877B.

4. Service Availability.

The County shall budget funds awarded under this Contract that are allocated for prevention, assessment and treatment services in such a manner to ensure availability of such services throughout the entire term of this Contract. If necessary, the County shall limit access to services and make use of waiting lists for this purpose.

5. Requirements.

a. Background Checks (RCW 43.43, WAC 388-877 & 388-877B)

The County shall ensure a criminal background check is conducted for all staff members; case managers, outreach staff members, etc.; or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

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When providing services to youth, the County shall ensure that requirements of WAC 388-06-0170 are met.

b. Services and Activities to Ethnic Minorities and Diverse Populations

The County shall:

(1) Ensure all services and activities provided by the County or subcontractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all ethnic minorities.

(2) Initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention or other appropriate services, for ethnic minorities and other diverse populations in need of treatment and prevention services as identified in their needs assessment.

(3) Take the initiative to strengthen working relationships with other agencies serving these populations. The County shall require its subcontractors to adhere to these requirements.

c. Continuing Education

(1) Ensure that continuing education is provided to employees of any entity providing treatment services or prevention activities. (42 USC 300x-28(b) and 45 CFR 96.132(b)).

(2) Continuing Education for Youth Counselors

When working with youth the County shall require that Chemical Dependency Professionals (CDPs) who are working with the youth outpatient treatment population dedicate 10 of the 40 required Continuing Education credits for CDP recertification to adolescent specific training or professional development activities.

d. Single Source Funding

The County shall ensure:

(1) Subcontractors understand that Single Source funding means that a subcontractor can use only one source of funds at any given time.

(2) All treatment services provided to an individual patient during any one period of time must be funded from a sole source of funds under this Contract.

(3) The funding designated by the treatment subcontractor in TARGET defines the single source of funds to be used to fund the treatment services provided to an individual patient.

e. Audit Requirements.

(1) County A-133 Audit

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(2) The County shall submit a copy of the A-133 audit performed by the State Auditor to the DSHS Contact identified on page one of the Contract within 90 days of receipt by the County of the completed audit.

(3) Subcontractor Audit

(a) If a County subcontractor is subject to OMB Circular A-133, the County shall require a copy of the completed Single Audit and ensure corrective action is taken for any audit finding, per A-133 requirements.

(b) If a County subcontractor is not subject to OMB Circular A-133, the County shall perform subrecepient monitoring in compliance with federal requirements.

f. Federal Block Grant Funding Requirements.

The County shall comply with the following:

(1) Charitable Choice (42 USC 300x-65 and 42 CFR Section 54)

(a) The County shall ensure that Charitable Choice requirements of 42 CFR Part 54 are followed and that Faith-Based Organizations (FBO) are provided opportunities to compete with traditional alcohol/drug abuse prevention and treatment providers for funding.

(b) If the County subcontracts with FBOs, the County shall require the FBO to meet the requirements of 42 CFR Part 54 as follows:

i. Applicants/recipients for/of services shall be provided with a choice of prevention and treatment providers.

ii. The FBO shall facilitate referral to an alternative provider within a reasonable time frame when requested by the recipient of services.

iii. The FBO shall report to the County all referrals made to alternative providers.

iv. The FBO shall provide recipients with a notice of their rights.

v. The FBO provides recipients with a summary of services that includes any inherently religious activities.

vi. Funds received from the federal block grant must be segregated in a manner consistent with Federal regulations.

vii. No funds may be expended for religious activities.

(2) Notice of Federal Block Grant Funding Requirement

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The County shall:

(a) Notify subcontractors in writing of the federal funds, when federal block grant funds are allocated by the County to subcontractors for the delivery of services and activities under this Contract.

(b) Ensure all subcontractors comply with all conditions and requirements for use of federal block grant funds within any subcontracts or other agreements. (OMB A-133).

(3) Peer Review Required (42 USC 300x-53(a) and 45 CFR 96.136)

The SAPT Block Grant requires annual peer reviews by individuals with expertise in the field of drug abuse treatment, of at least five percent of treatment providers. The County and subcontractors shall participate in the peer review process when requested by DSHS.

(4) Identical Treatment

All facilities receiving Federal Block Grant Funding are required to provide the same services to all patients who are financially eligible to receive state or federal assistance and are in need of services. No distinction shall be made between state and federal funding when providing the following services including, but not limited to:

(a) Women's services

(b) Intravenous drug use services

(c) Tuberculosis services

(d) Childcare services for parenting patients

(e) Interim services

g. Other Requirements

(1) Collaboration with other Systems (42 USC 300x-28 (c) and 45 CFR 96.132 (c))

The County shall take the initiative to work with other systems to reduce fragmentation or duplication and to strengthen working relationships by addressing at least one substance abuse system issue or a collaborative effort mutually identified by the County and a respective system regarding such as the examples below:

(a) Treatment issues or efforts, examples of such systems are criminal justice, corrections, juvenile rehabilitation, mental health, child protection and welfare, adult protection and welfare, and primary health care plans

(b) Prevention issues or efforts, examples of such systems are education, juvenile justice, and other publicly-funded entities promoting substance abuse prevention

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(2) Report Forms – **Treatment Only**

The County shall ensure use of the DBHR provided report forms which can be found on the Provider page at:

http://www.dshs.wa.gov/DBHR/daprovider.shtml#dbhr

6. Subcontracting.

a. Subcontract Language

(1) The County shall include in its boilerplate language all requirements and conditions in this Contract that the County is required to meet when providing services to patients, clients, or persons seeking assistance, which include but are not limited to:

(a) Identification of funding sources (see Section 5. g. (2) Federal Block Grant Funding Requirements above)

(b) How eligibility will be determined

(c) That subcontracts shall be fee-for-service, cost related, or price related as defined in Fiscal/Program Requirements.

(d) That termination of a subcontract shall not be grounds for a fair hearing for the service applicant or a grievance for a recipient if similar services are immediately available from the County

(e) What action the County will take in the event of a termination of a subcontractor to ensure all treatment data on services provided have been entered into CSET; and all prevention data on activities be entered into the PBR

(f) How service applicants and recipients will be informed of their right to a grievance in the case of:

i. Denial or termination of service

ii. Failure to act upon a request for services with reasonable promptness

(g) Audit requirements - OMB Circular A-133 audit requirements if applicable to the subcontractor

(h) Authorizing facility inspection

(i) Background Checks

(j) Conflict of interest

(k) Debarment and suspension certification

(l) Indemnification

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(m) Nondiscrimination in employment

(n) Nondiscrimination in patient services

(o) Performance Based Contracts

(p) Providing data

(q) Records and reports

(r) Requirements outlined in the Data Sharing provision in the Contract

(s) Services provided in accordance with law and rule and regulation

(t) TARGET and PBPS data input and reconciliation

(u) Treatment of assets

(v) Unallowable use of federal funds

(2) DSHS reserves the right to inspect any subcontract document.

b. Subcontract approvals

The County shall obtain prior approval before entering into any subcontracting arrangement. In addition, the County shall submit to the DSHS Program Manager identified on Page 1 of the contract at least one of the following for review and approval purposes:

(1) Copy of the proposed subcontract to ensure it meets all DSHS requirements; or

(2) Copy of the County's standard contract template to ensure it meets all requirements and approve only subcontracts entered into using that template; or

(3) Certify in writing that the subcontractor meets all requirements under the contract and that the subcontract contains all required language under the contract, including any data security, confidentiality and/or Business Associate language, as appropriate.

c. Subcontractor Termination Requirements

When terminating a subcontract, the County shall withhold the final payment of any treatment sub-contract until the open (admitted for treatment services) cases in the TARGET reporting system have been discharged from the system. This applies for all subcontractor closures. For subcontract termination, only publicly funded cases must be discharged.

d. Subcontractor Monitoring – **Treatment Only**.

(1) On-Site Monitoring

The County shall conduct a subcontractor review which shall include at least

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one on-site visit during the biennium Contract period to each subcontractor site providing treatment services during the period of performance of this Contract in order to monitor compliance with subcontract performance criteria for the purpose of documenting that the subcontractors are fulfilling the requirements of the subcontract.

(2) TARGET Monitoring

The County shall ensure that subcontractors have:

(a) Entered services funded under this Contract in TARGET.

(b) Updated patient funding information as needed when the funding source changes.

(3) Additional Monitoring Activities

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

e. Subcontractor Monitoring – **Prevention Only**

The County shall ensure:

(1) On-Site Monitoring

Subcontractor monitoring using a DSHS approved subcontract monitoring protocol, including annual on-site reviews of programs that directly serve children and/or families during the period of performance of this Contract in order to monitor compliance with subcontract performance criteria for the purpose of documenting that the subcontractors are fulfilling the requirements of the subcontract.

(2) PBPS Monitoring

The County shall ensure that subcontractors have entered all services and participant information funded under this Contract in PBPS.

(3) Additional Monitoring Activities

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

7. Strategic Plan.

a. Guidelines for County Six Year Strategic Planning 2014-2020

The County Strategic Planning Guidelines is a document created to assist with the development of a six year plan that spans July 1, 2014 through June 30, 2020 and addresses the Prevention -Intervention- Treatment- Aftercare (P-I-T-A) continuum of

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services.

(1) Plan is Due: July 1, 2014

(2) Guidelines on process:

(a) Networking and community assessment

(b) Mobilize and/or build capacity to address needs

(c) Develop comprehensive strategic plan

(d) Implementation

(e) Evaluation

(3) Authorities:

RCW 70.96A.320 (3) - the County legislative authority shall submit a plan that meets the following conditions:

(a) Describes the services and activities to be provided;

(b) Anticipated expenditures and resources;

(c) Plan must be prepared by the County mental health board and adopted by the County legislative authority;

(d) Reflect maximum effective use of existing services and programs, and;

(e) Meet other conditions as defined by DSHS.

b. Block Grant requirements

County shall provide responses to the following Block Grant requirements:

(1) Needs assessment (45 CFR 96.133, 45 CFR96.122, and 42 USC 300x.29).

(a) Include copies of any other demographic reports used for the responses.

(b) What change, if any, does the data indicate since the last reporting period?

(c) How have the needs of the populations identified or other demographic report been met?

(d) What have been challenges and successes in meeting the needs?

(e) What strategies have been used to improve existing programs, create new programs, or actions taken to remove barriers?

(2) Provide specialized services for pregnant women and women with dependent children (42 USC 300x-22(b)(1)(C) and 45 CFR 96.124(c)(e)).

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(a) Describe treatment services within the count that are designed for pregnant women and women with dependent children.

(b) Describe how the County ensures subcontractors make available prenatal care and child care.

(3) Provide continuing education for treatment and prevention staff (42 USC 300x-28(b) and 45 CFR 96.132(b)).

(a) Describe efforts made to ensure that training is made available to treatment and prevention staff.

(b) Describe what the County has done to ensure that subcontractors provide opportunities for staff to attend trainings.

(4) Coordinate prevention activities and treatment services with other appropriate services. (42 USC 300x-29(c) and 45 CFR 96.132(c))

(a) Describe what activities or initiatives have been implemented to coordinate services.

(b) Provide details on work groups, task forces or coalitions that have been developed to establish better coordination. What were the outcomes? What challenges have there been?

(c) Have there been activities to raise public awareness in communities?

(5) Additional Requirements

(a) Strategies for monitoring the increased capacity need for Medicaid services.

(b) Details on how counties will meet Medicaid expansion including how the determination will be made to increase capacity and the subsequent process.

(c) Address how counties will incorporate Systems of Care principles

(d) What steps will counties take to help support EBP's within their community.

(e) Details on how counties will support care coordination and linkages to primary health care.

(f) Identify Recovery Support Services and resources.

(6) CJTA:

(a) Requirements Specific to the Criminal Justice Section

A narrative describing how funds from the Criminal Justice Treatment Account (CJTA) allocation will be expended, to include:

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i. Estimated number of offenders with an addiction problem against whom charges are filed by a prosecuting attorney in Washington State

ii. Estimated numbers of persons with a substance abuse problem that, if not treated would result in addiction, against whom charges are filed by a prosecuting attorney in Washington State

iii. Estimated number of nonviolent offenders for a drug court program

iv. Role of the County's judicial system in delivery of PITA services

v. Residential service needs for offenders

(b) A narrative describing how funds from the Innovated Grant portion of the CJTA allocation will be expended to include:

Selection of one or more of the following types of projects:

i. Innovation Project: An approach that contains either traditional/cultural treatment methods, or elements of a Best Practice to treat an underserved population(s) of offenders.

ii. Best Practice Project: A treatment strategy that has been documented as a Best Practice in published research. See the following website to assist in identifying Best Practices: Evidence Based Practices for Treating Substance Use Disorders - Home page.

iii. Regional Project: A project in which a minimum of two (2) counties combine funding to provide treatment services to offenders.

(c) A narrative of the type of project(s) chosen (see above) that includes:

i. A description of the project and how it will enhance treatment services

ii. Reasons for choosing either a drug court or non-drug court project

iii. Number of persons that will receive services

iv. Measurable goals and objectives

(7) Prevention:

The Counties must follow the strategic plan guidelines as set forth in the DBHR Community Coalition Guide for each Community Prevention and Wellness Initiative (CPWI) community. If funding permits County to provide community based coordination (CBC) services in addition to meeting CPWI requirements, (i.e. contractors with CPWI communities that each have at least $110,000 per community of DBHR funding budgeted for CPWI implementation annually) and services will be provided at the County level the County must include plans for CBC prevention services in their County strategic plan. Narrative should include:

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(a) Goals, objectives, and strategies/activities for CBC

(b) Explanation for how CBC strategies and activities connects to overall County strategic plan including the assessment

(c) Explanation of how it supports furthering work of CPWI

(d) The CBC goals and objectives must be entered into PBPS and approved prior to implementation

8. Prevention 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.

a. The County shall use prevention funds to coordinate and implement prevention programs designed to prevent or delay the misuse and abuse of alcohol, tobacco, marijuana, and other drugs. Prevention programs and services include, but are not limited to:

(1) Community Prevention and Wellness Initiative. http://www.theathenaforum.org/

The County shall:

(a) Provide CPWI services in accordance with the Key Objectives and Community Coalition Guidelines found on the Athena Forum website which outlines the minimal standards to participate in the CPWI.

(b) Submit an annual budget with projected expenditures, including salary and benefits for DSHS funded prevention staff, program costs, training and travel to the Prevention System Manager within 30 days upon request. A template will be provided.

(c) Ensure all programs are submitted and approved in PBPS prior to implementation.

Enter approved programs into the PBPS by July 31, 2013 based on the priorities, goals and objectives described in the approved Strategic Plan. Cohort 3 approved programs include the CPWI Coalition and may include other programs as negotiated with BHA or designee.

(d) Ensure sixty percent (unless negotiated with BHA or designee) of programs supported by DSHS funds will be replications or adaptations of "Evidence-based Practice" substance abuse prevention programs as identified in the PBPS.

(e) Ensure all of the programs supported by DSHS will meet the Center for Substance Abuse Prevention's (CSAP) Principles of Effective Substance Abuse Prevention, found on the Athena Forum Website.

(2) Coordination of Prevention Services

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If funding permits the County to provide Community Based Coordination services in addition to meeting CPWI requirements, (i.e., Counties with communities that each have at least $110,000 per community of DSHS funding budgeted for CPWI implementation, annually) services may be provided at the County level. Services shall reflect work of the County staff coordinating, organizing, building capacity, providing education and information related to prevention initiatives at the County level.

(3) Prevention Training

(a) The County shall participate in all required training events identified by DSHS and listed in the DBHR Community Coalition Guide.

(b) Non-Required Training in CPWI

i. In the absence of a strategic plan and for trainings not identified in the approved strategic plan, all additional (non-required) training paid for by DSHS shall be approved by BHA or designee prior to training and meet the approved goals and objectives in PBPS.

ii. The County shall ensure any requests for training are requested in writing and sent directly to the PSM, minimum ten working days before the date of the proposed training. Trainings shall relate to one of the following four categories:

(A) Coalition building and community organization.

(B) Capacity building regarding prevention theory and practice.

(C) Capacity building for evidence based practice and environmental strategy implementation, related to the goals and objectives of the coalition's approved strategic plan.

(D) Capacity building in high need communities that meets overall goals and objectives of CPWI in order to expand CPWI efforts may be approved by BHA or designee upon request.

iii. The County shall ensure training paid for by DSHS that requires travel follows state travel reimbursement guidelines accessible at http://www.ofm.wa.gov/policy/10.90.htm.

iv. The County shall bill for training events on an A-19 per Fiscal/Program Requirements code 22.7 and record training events in the DSHS Performance Based Prevention System (PBPS) in accordance with the monthly reporting requirements described in Section 8. c. (1) (d) Prevention only / Due Dates.

b. Media Materials and Publications

(1) Media Materials and Publications developed with DSHS funds shall be submitted to the PSM for approval prior to publication (DSHS will respond within

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5 working days). DSHS must be cited as the funding source in news releases, publications, and advertising messages created with or about DSHS funding. The funding source shall be cited as: Washington State Department of Social and Health Services. The DSHS/BHSIA logo may also be used in place of the above citation.

Exceptions: The County does not need to submit the following items to PSM:

(a) Newsletters and fact sheets

(b) News coverage resulting from interviews with reporters including online news coverage

(c) Newspaper editorials or letters to the editor

(d) Posts on Facebook, YouTube, Tumblr, Twitter and other social media sites

(e) When a statewide media message developed by DBHR is localized

(f) When the current SAMHSA-sponsored media campaign is localized (As of August 2013, this is the "Talk They Hear You" campaign) http://www.samhsa.gov/underagedrinking

(g) The County is still encouraged to submit copies of these items to PSM.

c. Prevention Reporting Requirements

(1) Prevention Activity Data Reports

The County shall:

(a) Ensure that monthly prevention activities are reported in the DSHS PBPS in accordance with the requirements and timelines set forth below.

(b) Ensure demographic information is provided for each participant in single events, mentoring, environmental and recurring programs.

(c) Provide Community Coalition Coordination Reports on its efforts in the PBPS for each month of the calendar year.

(d) Complete Prevention Reports according to the Schedule / Due Dates, below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
One–time Reports	Programs approved by DBHR for Biennium ending June 30, 2015	Prior to implementation of program.	PBPS
	GPRA measures	As requested	
Monthly	• Prevention activity data input for all active	15th of each month for	PBPS

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	services including coalition efforts, services, participant information, pre-tests, post-tests, and assessments. • Training Report • Community-Based Coordination (if applicable)	activities from the previous month	

d. Outcome Measures

(1) The County shall report on all required pre/post tests in PBPS Program Selection Instruments identified in the PBPS.

(2) Special situations and exceptions regarding pre/post tests and Program Selection Instruments identified in the PBPS include, but are not limited to, the following:

(a) The County may negotiate with the Prevention System Manager to reduce multiple administrations of surveys to individual participants.

(b) Participants in recurring program groups in which the majority of participants are younger than 10 years old on the date of that group's first service.

(c) Recurring programs that spend less than $1,000 of DSHS prevention funds each biennium.

(d) Programs that only provide single service events.

(e) Environmental/Media services.

e. Performance Work Statement / Evaluation

(1) The County shall ensure program results show positive outcomes for at least half of the participants in each program group.

(a) Positive outcomes means that at least half of the participants in a group report change between pre and post-tests consistent with the positive outcome goal.

(b) Positive outcomes will be determined using the pre-test and post-test data reported in the Performance Based Prevention System (PBPS).

(c) Survey results will be compared against the stated outcome for the program.

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(d) Evaluation of PBPS data will occur on the 15th of the month following the final date of service for each group.

(2) DSHS shall use the following protocol for evaluation:

(a) Matched pre-test and post-test pairs will be used in the analysis.

(b) To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests.

(c) If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.

Example: there are 10 pre-tests and 7 post-tests. The denominator would be 8 and the maximum numerator would be 7.

(3) Different groups receiving the same program will be clustered by school district.

(a) In cases where multiple providers are serving the same school district, groups will be clustered by school district and provider.

(b) The results of one provider in a given school district will not impact another provider in the same district.

(4) In cases where the survey instrument selected for a given program includes more than one scale, the scale that is most closely aligned with the outcome linked to the program in PBPS will be used.

(5) Results for groups with services that span two contracting periods will be analyzed in the contracting period that the post-test was administered.

If fewer than half of the participants in a group, within a given school district, report positive change in the intended outcome:

(a) The County shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the DSHS Contact or designee within 45 days of notice by DSHS.

(b) Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by the DSHS Contact or their designee.

(c) If a second group within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:

i. In cases where there is no active non-compliant program, the Contractor shall discontinue implementation of that program within the specified geography.

ii. In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups will be

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allowed to complete the expected number of sessions. No new groups will be started.

iii. Following the conclusion of all groups completing the program, results will be reviewed for those groups.

iv. If the results do not show positive change for each group, the County shall take the following action:

(A) In cases where the program is being delivered by a single provider in the specified geography, the County shall discontinue implementation of that program in the specified geography.

(B) In cases where the program is being delivered by multiple providers in the specified geography, the County shall discontinue implementation of that program by the underperforming provider in the specified geography.

(6) A non-compliant program that resulted in the [illegible] for a Performance Improvement Plan during July 1, 2013 [illegible] December 31, 2013 will carry that record forward into the January 2014 to [illegible] 30, 2014 contract period.

(7) Monitoring

The County shall:

(a) Implement and monitor prevention programs and reporting to assure compliance with these guidelines.

(b) Develop and submit a protocol for monitoring subcontractors.

(c) Conduct an on-site visit of prevention subcontractors.

f. Consideration:

Maximum consideration payable to County for satisfactory performance of the work under the Prevention Statement of Work is identified on the Awards and Revenue document attached as Exhibit B, including any and all expenses, and shall be based on the following:

(1) The source of funds is the federal Substance Abuse Prevention and Treatment (SAPT) Block Grant. The Catalog of Federal Domestic Assistance number is 93.959.

(2) Reimbursable Costs

The County shall ensure all expenditures for services and activities under this Contract are submitted on the A-19 invoice appropriate for PBPS entry.

(3) Funding Allocation

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The County shall manage the contract to ensure that services are provided in a manner that allocates the available resources over the period of the Contract which DSHS provides funding.

(4) Administrative Cost Limitations

Contract funds shall not be used for administrative costs.

(5) Period of Performance Service Costs

The County shall ensure that service costs incurred are within the period of performance of this Contract.

(6) Fiscal Year Allocation and Exceptions

With the exception of funding provided for prevention services by SAPT block grant, the use of funds is limited to the fiscal year for which it is allocated. SAPT block grant prevention allocation is a biennial allocation.

(7) Prevention State Grant-in-Aid Match

To utilize State Grant-In-Aid funds for Prevention Service Administration the County must:

(a) Pass a local sales tax in accordance with Senate Bill 5763, or secure local funds through other private or public entities.

(b) Provide a hard dollar match, used for prevention services, equal to or exceeding the amount billed to "State Grant-In-Aid" funds for prevention administration.

(c) Submit a letter of request to the DSHS contact identifying the:

i. Amount of prevention administration funding requested, up to 10% of the total prevention allocation.

ii. Date the local sales tax was adopted, if applicable.

iii. Amount and source of hard dollar match funds.

iv. Description of prevention services to be implemented with match funds.

v. Proposed start date of the prevention administration (30 days advance notice required).

vi. Enter all services purchased through match funds into the DBHR Performance-Based Prevention System (PBPS) upon approval of the prevention administration request.

(d) The DSHS Contact will reply, in writing, to the prevention administration request within 30 days of receipt of the request.

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(8) Award Adjustment Request

With regard to all services:

(a) DSHS reserves the right to reduce the Prevention funds awarded in this Contract if the County fails to provide the Prevention services/activities as stated in the Performance Based Prevention System (PBPS).

(b) If DSHS decides to exercise the right to reduce treatment or prevention funds, DSHS will provide written notification 30 days prior to the reduction. The notice will specify the reason for the reduction, the amount to be reduced, and the effective date of the reduction.

g. Billing and Payment for the Prevention Statement of Work.

(1) Invoice System

The County shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Compensation for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the DSHS Contact stated on page one (1) of this contract, by the Contractor, not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 1.f. Consideration above, of this Contract.

(2) Billing for CSAP

The County shall ensure expenditures for each of the CSAP strategies are reported monthly as part of the A-19 invoice. Training shall be reported in "Other" category.

(3) DSHS Obligation for Payment

DSHS shall not be obligated to reimburse the County for any services or activities, performed prior to having a fully executed copy of this Contract.

(4) Claims for Payment

The County shall:

(a) Submit invoices for costs due and payable under this agreement that were incurred prior to the expiration date within 90 days of the date services were provided.

(b) The County shall submit final billing for services provided during each fiscal year within 90 days after the end of that fiscal year.

h. Timely Payment by DSHS

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Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by the DSHS Contact Person of the properly completed invoices. Payment shall be sent to the address designated by the County on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the County for services rendered if County fails to satisfactorily comply with any term or condition of this Contract.

i. Fiscal Year-end Billing

The County shall ensure that final billing for services provided under this Contract shall occur no more than 90 days after the end of each fiscal year of this Contract.

j. Non-Compliance

(1) Failure to Maintain Reporting Requirements:

In the event the County or a subcontractor fails to maintain its reporting obligations under this Contract, DSHS reserves the right to withhold reimbursements to the County until the obligations are met.

(2) Recovery of Costs Claimed in Error:

If the County claims and DSHS reimburses for expenditures under this Contract which DSHS later finds were (1) claimed in error or (2) not allowable costs under the terms of the Contract, DSHS shall recover those costs and the County shall fully cooperate with the recovery.

k. Advance Payment and Billing Limitation

(1) Advance Payment

DSHS shall not make any payments in advance or in anticipation of the delivery of services to be provided pursuant to this Contract.

(2) Authorized Services

DSHS shall pay the County only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, DSHS shall pay only for services authorized and provided through the date of termination.

(a) Timely Billing

DSHS shall not pay any claims for payment for services submitted more than ninety (90) days after the calendar month in which the services were performed, unless otherwise specified in this Contract.

(b) Exception to 90-day billing limitation

The County may submit a bill for services beyond the 90-day limitation when additional funds are added to <u>or funds are decreased from</u> the Contract by written amendment, those services previously provided shall be entered in PBPS.

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(c) Multiple Payments for the Same Claim/Duplication

i. The County assures that work performed and invoiced does not duplicate work to be charged to the State of Washington under any other contract or agreement with the Contractor.

ii. The County shall not bill DSHS for services performed under this Contract, and DSHS shall not pay the County, if the County has charged or will charge the State of Washington or any other party under any other contract or agreement for the same services.

(d) Awards

The County shall acknowledge and ensure the following limitations on Awards and Revenue:

i. Funds designated solely for a specific state fiscal year in this Contract may be obligated only for work performed in the designated fiscal year.

ii. The Substance Abuse Prevention and Treatment (SAPT) Block Grant CFDA number is 93.959.

9. Treatment Statement of Work.

a. Outpatient Treatment (WAC 388-877 & 388-877B)

The County shall ensure outpatient chemical dependency services are provided to eligible patients according to the requirements identified in WAC.

b. OTHER treatment

(1) Access to Services

The County shall ensure that treatment services to eligible persons are not denied to any person regardless of:

(a) The person's drug(s) of choice.

(b) The fact that a patient is taking medically-prescribed medications.

(c) The fact that that a person is using over the counter nicotine cessation medications or actively participating in a Nicotine Replacement Therapy regimen.

(d) Washington State resident's County of residence. The County shall, subject to available funds and service availability, serve all eligible Washington State residents who may be transient and require services.

c. Interim Services (42 USC 300x-23 and 45 CFR 96.126)

The County shall, as required by the SAPT Block Grant:

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(1) Ensure interim services are provided by the agency, or referred outside the agency for services the agency is not qualified to provide, for pregnant and parenting women and intravenous drug users.

(a) Interim services shall be made available within 48 hours of seeking treatment for pregnant and parenting women and intravenous drug users.

(b) Admission to treatment services for the intravenous drug user shall be provided within 14 days after the patient makes the request, regardless of funding source.

(c) If there is no treatment capacity within 14 days of the initial patient request, the County shall have up to 120 days, after the date of such request, to admit the patient into treatment, while offering or referring to interim services within 48 hours of the initial request for treatment services. Interim services must be documented in TARGET and include, at a minimum:

i. Counseling on the effects of alcohol and drug use on the fetus for the pregnant patient.

ii. Prenatal care for the pregnant patient.

iii. Human immunodeficiency virus (HIV) and tuberculosis (TB) education.

iv. HIV or TB treatment services if necessary for an intravenous drug user.

The interim service documentation requirement is specifically for the admission of priority populations in any funding source; and any patient being served with SAPT Block Grant funds.

(2) A pregnant woman who is unable to access residential treatment due to lack of capacity and is in need of detoxification, can be referred to a Chemical Using Pregnant (CUP) program for admission, typically within 24 hours. The directory for these hospital-based detoxification programs for pregnant women is located in Appendix F of the DBHR Directory of Certified Chemical Dependency Programs in Washington State. Appendix F is located at http://www.dshs.wa.gov/dbhr/dadirectory.shtml/gov/dbhr/dadirectory/APPNDXF.pdf.

d. Waiting Lists Requirements

All publicly funded agencies shall:

(1) Collect patient information as required on the DBHR TARGET Data Elements Waiting List-First Contact form, DSHS Form #04-444.

(2) Enter the "Date of First Contact" into TARGET, at least every seven (7) days, by collecting data at the time the patient first contacts the agency to request services and is given a specific date for when services will begin.

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e. Tuberculosis Screening, Testing, and Referral 42 USC 300x-24 (a) and 45 CFR 96.127

(1) The County shall either directly, or through arrangements through other entities, make tuberculosis services available to each individual receiving chemical dependency treatment funded through the federal SAPT Block Grant. Services must include tuberculosis counseling, testing, and treatment.

(a) Follow the Centers for Disease Control TB Guidelines located at: http://www.dshs.wa.gov/pdf/dbhr/certforms/TB-TAGuidelines.pdf

(b) Follow the Tuberculosis Infection Control Program Model Policies for Chemical Dependency Treatment Agencies in Washington State, located at: http://www.dshs.wa.gov/pdf/dbhr/certforms/TBPolicy.pdf

(2) WAC 246-101-101 requires all health care providers to report every case of tuberculosis to the local health department immediately at the time of diagnosis or suspected diagnosis.

f. Determine Patient Financial Eligibility: Low-Income Services

(1) The County shall ensure that all persons applying for services supported by County Community Services are screened for financial eligibility and shall:

(a) Conduct an inquiry regarding each client's continued financial eligibility no less than once each month.

(b) Document the evidence of each financial screening in individual patient records.

(c) Refer clients to Health Plan Finder Website for eligibility determination.

(2) Low-income

The County and its subcontractors are authorized to and shall determine financial eligibility for patients.

Charging Fee Requirements – Low-income Patients

(a) If any service defined in this Contract is available free of charge from the County to persons who have the ability to pay, the County shall ensure DSHS is not charged for Fee Requirements for low-income patients.

(b) The County shall use 220% of the Federal Poverty Guidelines to determine low-income service eligibility and shall provide this information to its subcontractors. The Federal Poverty Guidelines can be found by accessing the Provider page of the DSHS website at http://www.dshs.wa.gov/DBHR/.

(c) For patients who are already receiving services who did not qualify for low-income services under the former eligibility requirement, but do qualify under

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the new eligibility requirement, the County shall convert those patients to low-income treatment services.

(d) The County shall ensure sliding fee schedules are used in determining the fees for low-income eligible services.

(e) The County shall ensure that persons who have a gross monthly income (adjusted for family size) that does not exceed the 220% of the Federal Poverty Guidelines are eligible to receive services partially supported by funds included in this Contract.

(f) The County shall charge fees in accordance with the Low-income Service Eligibility Table to all patients receiving assessment and treatment services that are determined through a financial screening, to meet the requirements of the Low-income Service Eligibility Table.

(g) If a County's subcontractor determines that the imposition of a fee on an individual will preclude the low-income eligible patient from continuing treatment, the fee requirement may be waived by the subcontractor.

(h) The minimum fee per counseling visit is $2.00. The maximum fee per service is the reimbursement cost of the service provided as identified on the SRP.

i. Indigent patients are exempt from this fee requirement.

ii. Interim Services are exempt from the fee requirement.

g. Screening and Assessment

RCW 70.96C.010 Integrated, comprehensive screening and assessment process for chemical dependency and mental disorders.

The County shall ensure:

(1) The GAIN-SS screening tool is used for conducting the integrated comprehensive screen on all new patients and ensure the GAIN-SS scores are documented in TARGET. Additional information can be found by accessing the Contractor and Provider page of the DSHS website at http://www.dshs.wa.gov/DBHR/daprovider.shtml#dbhr.

(2) If the results of the GAIN-SS are indicative of the presence of a co-occurring disorder, this information shall be considered in the development of the treatment plan including appropriate referrals.

(3) Documentation of the quadrant placement during the assessment process and again on discharge are input to TARGET.

(4) Subcontractors receive training on the GAIN-SS process.

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(5) The maximum number of DBHR-funded assessments provided to each client, within a one (1) year period, is two (2).

h. Detoxification Services

(1) The County may provide detoxification services to those patients qualifying for those services.

(2) The County shall ensure that detoxification facilities have a protocol established on how they will serve methadone patients who need detoxification from other substances.

i. Youth Outpatient Services (WAC 388-877 & 388-877B)

(1) Service Eligibility

The County shall ensure:

(a) Services are provided to youth age 10 through 17.

(b) The age at which a youth may self-refer for treatment without parental consent (age of consent) is 13 years of age.

(c) Patients under age 10 may be served with the approval of DSHS.

(d) Young adult patients, age 18 through 20 years, based on developmental needs, may be more appropriately served in a youth outpatient treatment setting. The case file shall contain documentation supporting the clinical decision.

(e) Youth patients, based on developmental needs, may be more appropriately served in an adult outpatient treatment setting. The case files shall contain documentation supporting the clinical decision.

(2) Youth Family Support Services

(a) The County shall ensure that young adults who have been approved for youth treatment shall be billed as youth patients.

(b) Youth funds may be used for family support services using Fiscal/Program Requirements codes including:

i. 566.57 Youth Group Therapy (youth and young adults ages 10 through 20).

Services to family members of persons admitted to treatment and costs incurred to provide supervised recreational activities in conjunction with a chemical dependency outpatient program. Family Services shall be coded as family support services and Supervised Therapeutic Recreation shall be coded as group therapy.

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ii. 566.58. Youth Individual Therapy (youth and young adults ages 10 through 20).

This also includes services to family and significant others of persons in treatment. These expenses should be coded as defined in the TARGET Data dictionary.

(c) The County shall ensure Fiscal/Program Requirements coding instructions are followed for billing purposes.

(3) Title-XIX funding for youth in treatment

The County shall ensure:

(a) Treatment services provided to youth are billed under Title-XIX unless the youth is determined to be ineligible for this funding.

(b) Documentation identifying a youth as ineligible for Title-XIX is documented within the patient case file.

(4) Early Periodic Screening, Diagnosis, and Treatment (EPSDT) Services

The County shall encourage subcontractors to refer Title-XIX eligible youth that have not previously received an EPSDT health screen to an EPSDT primary health care provider for an EPSDT health screen.

(5) Assessment Services

The County shall ensure that each youth receives a multi-dimensional assessment per Chapter 388-877 & 388-877B WAC: Requirements for chemical dependency assessments.

(6) Treatment Services

For youth that meet the financial and eligibility standards for publicly-funded chemical dependency treatment services the County shall ensure:

(a) Youth outpatient services include treatment appropriate for substance abuse disorder in addition to treatment for substance dependency.

(b) Youth outpatient services address the needs of youth waiting for placement in youth residential treatment, and youth requiring aftercare following youth residential treatment.

(c) Outpatient subcontractors are involved in the continuum of services and the treatment planning for youth they have referred to residential treatment programs.

(7) Youth Outpatient Services, described in the Statement of Work above, will be delivered in accordance with the DSHS Guiding Principles listed below:

Guiding Principles for Youth Services

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(a) Family and Youth Voice and Choice: Family and youth voice, choice and preferences are intentionally elicited and prioritized during all phases of the process, including planning, delivery, transition, and evaluation of services.

(b) Family-focused and Youth-centered: Services and interventions are family-focused and child-centered from the first contact with or about the family or child.

(c) Team-based: Services and supports are planned and delivered through a multi-agency, collaborative teaming approach. Team members are chosen by the family and connected to them through natural, community, and formal support and service relationships. The team works together to develop and implement a plan to address unmet needs and work toward the family's vision.

(d) Natural Supports: The team actively seeks out and encourages the full participation of team members drawn from family members' networks of interpersonal and community relationships (e.g. friends, neighbors, community and faith-based organizations). The recovery plan reflects activities and interventions that draw on sources of natural support to promote recovery and resiliency.

(e) Collaboration: The system responds effectively to the behavioral health needs of multi-system involved youth and their caregivers, including children in the child welfare, juvenile justice, developmental disabilities, substance abuse, primary care, and education systems.

(f) Culturally Relevant: Services are culturally relevant and provided with respect for the values, preferences, beliefs, culture, and identity of the youth and family and their community.

(g) Individualized: Services, strategies, and supports are individualized and tailored to the unique strengths and needs of each youth and family. They are altered when necessary to meet changing needs and goals or in response to outcomes.

(h) Outcome-based: Based on the family's needs and vision, the team develops goals and strategies, ties them to observable indicators of success, monitors progress in terms of these indicators, and revises the plan accordingly. Services and supports are persistent and flexible so as to overcome setbacks and achieve their intended goals and outcomes.

j. Intravenous Drug Users Outpatient Services (42 USC 300x-23 and 45 CFR 96.126)

The County shall ensure:

(1) Outreach is provided to IVDUs.

(a) Outreach activities shall be specifically designed to reduce transmission of HIV and encourage IVDUs to undergo treatment.

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(b) Outreach models shall be used, or if no models are available which apply in the local situation, an approach is used which reasonably can be expected to be an effective outreach method.

(c) Outreach activities may include:

i. Street outreach activities

ii. Formal education

iii. Risk-reduction counseling at the treatment site

(d) The County may provide outreach by:

i. Utilizing one subcontractor who works in close collaboration with all of the County's subcontractors providing treatment to IVDUs.

ii. Requiring each IVDU treatment subcontractor to provide outreach services.

(2) Assessment and treatment services are provided to IVDU patients (42 USC 300x-22 and 45 CFR 96.128)

(a) Comprehensive chemical dependency assessment and treatment services shall be provided to male and non-pregnant women no later than 14 days after the service has been requested by individual.

(b) Interim Services are provided to male and non-pregnant women if the patient cannot be placed in treatment within 14 days and comprehensive services are not immediately available.

(c) The DSHS provided IVDU Report shall be completed and provided as part of the State annual reporting process.

k. Pregnant, Post-partum and Parenting Persons Outpatient Services

The County shall ensure:

(1) Parenting Persons

(a) Persons Identified as Parents or Parenting Persons include:

i. Persons currently under DSHS supervision who are attempting to regain custody of their children.

ii. Postpartum women for up to one-year post delivery.

(b) Low-income eligibility applies to women who are pregnant or post-partum up to one year post delivery.

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(c) Subcontractors who are receiving SAPT grant funding give admission preference to pregnant and parenting persons who have been referred to treatment.

(d) Upon request for services, pregnant, post-partum and parenting persons shall be offered Interim Services when comprehensive services are not immediately available.

(e) Subcontractors whenever possible, assign gender specific counselors as primary counselors for pregnant, postpartum, and parenting patients.

(f) Subcontractors make information/education available to treatment staff for addressing the specific issues related to pregnant, postpartum, and parenting patients.

(2) Chemical Dependency Assessment Services Specific to Pregnant Women

The County shall ensure assessment requirements in addition to standard assessment services:

(a) Are provided within 48 hours of referral or request for services.

(b) Include a review of the gestational age of fetus, mother's age, living arrangements and family support.

(c) Pregnant women identified through assessment to be eligible and appropriate for outpatient care shall be:

i. Admitted to outpatient treatment services no later than seven (7) days after the assessment has been completed.

ii. Provided a referral for prenatal care.

iii. Assessed as priority for placement in an inpatient treatment program or a Chemical Using Pregnant (CUP) detoxification facility if identified as actively using substantial amounts of alcohol or other substances in any stage of pregnancy.

(3) Services Specific to Pregnant Women and Women with Children (CFR Title 45, Part 96.124)

The County shall ensure:

(a) Pregnant women and women with children receiving treatment are treated as a family unit.

(b) The following services are provided directly or arrangements are made for provision of the following services:

i. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care.

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ii. Primary pediatric care including immunization for their children.

iii. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting are provided and child care while the women are receiving these services.

iv. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual, physical abuse and neglect.

v. Sufficient case management and transportation to ensure women and their children have access to services provided by sections i. through iv.

(4) Services Specific to Post-partum Women

The County shall ensure:

(a) Assessment and treatment services are provided within 90 days after the service has been requested.

(b) Interim services shall include counseling on the effects of alcohol and drug use on the fetus.

(c) Services may continue to be provided for up to one year postpartum.

(5) Services Specific to Parenting Persons

The County shall ensure:

(a) Assessment and treatment services are delivered no later than 90 days after the service has been requested.

(b) Notification of the availability of childcare.

I. Opiate Substitution Treatment Services (OST)

(1) A County funding OST services shall ensure they are provided through a service provider that maintains accreditation from the Center for Substance Abuse Treatment (CSAT) and complies with the following rules:

(a) WAC 388-877 & 388-877B

(b) 42 CFR, Part 8

(c) Washington State Board of Pharmacy WAC 246-887; as such regulations now exist or are hereafter amended.

(2) The County shall ensure that OST patients utilizing the Medicaid transportation broker services will receive priority for filling a vacant slot at another publicly-funded OST facility if the transfer would result in a savings in transportation

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costs. The patient will not be required to transfer to a closer agency if there are clinical reasons to support not transferring the patient

m. Performance-based Goals

The County shall make progress toward, meet or exceed the statewide average 90 day retention rate as determined by DSHS. The 90-day retention performance measure will be determined by using a rolling 6-month average and be monitored on a monthly basis through SCOPE or a report generated by DSHS. Baseline outcomes for completion will be set according to past County performance.

For purposes of this contract the word "progress" means achieving a minimum improvement increase of 1.5% in a fiscal quarter.

(1) Youth

(a) Effective July 1, 2013, if the County's baseline is in good standing at or above the statewide average of 65% for 90-day retention, the County shall maintain good standing.

If, during any monitored calendar quarter, the County falls below the statewide average, the County shall follow the process for correction in Section "n." below.

(b) Effective July 1, 2013, if the County's baseline for 90-day retention performance is lower than the statewide average, the County shall increase the 90-day retention performance rate by 10% of their individual baseline or reach the statewide average, by the end of the fiscal contract year. For example, if the County has a baseline completion rate of 46%, the expectation would be an increase of 4.6%.

If, during any monitored calendar quarter, the County does not demonstrate progress towards the expected 90 day-retention goal, the County shall follow the process for correction in Section "o." below.

(2) Adult

(a) Effective July 1, 2013, if the County is in good standing at or above the statewide average of 62% for 90-day retention, the County shall maintain good standing.

If, during any monitored calendar quarter, the County falls below the statewide average, the County shall follow the process for correction in Section "n." below.

(b) Effective July 1, 2013, if the County's baseline for 90-day retention performance is lower than the statewide average, the County shall increase the 90-day retention performance rate by 10% of their individual baseline or reach the statewide average, by the end of the fiscal contract year. For example, if the County has a baseline completion rate of 46%, the expectation would be an increase of 4.6%.

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If, during any monitored calendar quarter, the County does not demonstrate progress towards the expected 90 day-retention goal, the County shall follow the process for correction in Section "o." below

n. Performance Goals Results/Actions for a County falling below the statewide average

If performance outcome falls below the statewide average or performance expectation within a calendar quarter, as determined through SCOPE or report generated by DSHS, the County shall:

(1) Submit a Performance Improvement Plan (PIP) to the DSHS Manager within 45 days of notice by DSHS.

(2) Have 90 days to return to the original individual 90-day retention baseline percentage.

(3) Submit an updated PIP requesting an additional 90 days for performance improvement to the DSHS Manager, if after the original 90 days, the 90-day retention baseline percentage has still not been reached.

o. Performance Goals Results/Actions for a County starting below the statewide average

If performance outcome does not demonstrate progress toward the expected rate for 90-day retention within a calendar quarter, as determined through SCOPE or report generated by DSHS, the County shall:

(1) Submit a Performance Improvement Plan (PIP) to the DSHS Manager within 45 days of notice by DSHS.

(2) Have 90 days to demonstrate progress toward the expected rate for 90-day retention.

(3) Submit an updated PIP requesting an additional 90 days for performance improvement to the DSHS Manager, if after the original 90 days, the 90-day retention baseline percentage has still not been reached.

p. Performance Review

(1) If, at 180 days or at the end of the fiscal contract year, the County has not met its performance expectations (maintaining performance at or above the average, increasing by 10% or returning to previous baseline percentage) the County shall re-procure for services.

(2) The County shall submit its Request for Proposals (RFP) to the DSHS Manager for approval prior to sending it to prospective providers and be able to identify what new parameters will be used in seeking a provider that can meet the performance expectations.

q. Performance Review When County is Service Provider

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(1) If, at 180 days or at the end of the fiscal contract year, the County has not met its performance expectations (maintaining performance at or above the average, increasing performance by 10% or returning to previous baseline percentage) the County shall:

(2) Submit a technical assistance plan and a PIP to the DSHS Manager, within 45 days. The plan shall identify who provided technical assistance to the County and highlight identified challenges and potential solutions to help increase performance. The PIP shall include strategies for performance improvement based on the results of the technical assistance plan.

(3) DSHS shall not pay for technical assistance.

r. DSHS will continue to monitor and review the 90-day retention performance rate. If, based on statewide data, there is a need to adjust the statewide average, the County will be consulted prior to any change and a letter sent from DSHS authorizing the change.

s. Capacity Management

Beginning January 1, 2014, DSHS will begin to calculate the statewide baseline measurement of capacity (the percentage of persons getting into treatment within 14 days of first contact) using TARGET data for calendar year 2014. In addition DSHS will calculate each County's individual baseline percentage for calendar year 2014.

In January, 2015 DSHS will notify the County of the statewide baseline percentage and its individual baseline percentage for that period.

For example, in January 2015, the statewide baseline is calculated to be X% and this percentage will be considered 100% capacity. The County's calculated baseline is Y%.

(1) If Y% is greater than or equal to X%, then the goal is to maintain and/or increase the current Y%, but not fall below X%.

(2) If Y% is less than X%, then the County shall increase their percentage by a minimum of 5% of Y%, or achieve X%, whichever improvement percentage is less.

(a) In the event that Y% is less than X%, DSHS will provide technical assistance in an effort to increase capacity.

(b) If Y is not increased by 5%, or the County has not achieved the statewide baseline percentage within six (6) months, the County shall submit a Corrective Action Plan within 30 days of notice from DSHS outlining their Performance Measures actions to increase the percentage.

Note: Data derived from this section will be used as the baseline in contracts issued after June 30, 2015 that include Capacity Management. Future contracts will link performance to payment.

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t. Out-stationed Staff

The County shall ensure Out-stationed staff reports all client data in TARGET, monthly, using the DSHS TARGET Client Support Activities (Non-treatment) form.

u. Case Management (WAC 388-877 & 388-877B)

The County shall ensure:

(1) Case Management Services being billed under the Contract shall only include the following activities:

(a) Services that assist patients in accessing needed medical, social, or education services

(b) Services designed to engage, maintain, and retain patients in treatment

(c) Case planning, case consultation, and referral for other services

(2) Requirements for Billing for Case Management Services are met as follows:

(a) Low-income eligible patients

Case management services provided to patients eligible for low-income services and billed under the Contract may be provided by a Chemical Dependency Professionals (CDP), CDP Trainee, or other staff as deemed appropriate by the County.

(b) Medicaid eligible patients

Case management services provided to patients who are Medicaid eligible and billed under the Contract shall be provided by a Chemical Dependency Professionals (CDP) or CDP Trainee, under the clinical supervision of a CDP.

(c) Written documentation in the patient's case file giving date, duration, and referral information of each contact. The County shall maintain files and forms to document case management activities and services received and recorded in TARGET using form #DSHS 04-418 (REV. 10/2006) which can be accessed through Provider page of the DSHS website at http://www.dshs.wa.gov/DBHR/.

(d) Referrals for service must include contact information of other agencies that are involved in providing services to the person.

(e) Required release(s) of information are in the case file.

(f) Documentation of the outcome of case management services.

(3) Limitations to billing for Case Management Services

The County shall not bill for case management under the following situations:

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(a) If a pregnant woman is receiving maternity case management services under the First Steps Program.

(b) If a person is receiving HIV/AIDS Case Management Services through the Department of Health.

(c) If a youth is in foster care through the Division of Children and Family Services (DCFS).

(d) If a youth is on parole in a non-residential setting and under Juvenile Rehabilitation Administration (JJRA) supervision; youth served under the CDDA program are not under JJRA supervision.

(e) If a patient is receiving case management services through any other funding source from any other system (i.e. Mental Health, Children's Administration, and Juvenile Justice and Rehabilitation Administration). For Medicaid billings, youth in foster care through the DCFS who are receiving case management services through DCFS.

(f) DSHS funds shall be the dollar of last resort for case management services.

(4) The County shall not bill for Case Management for the following activities:

(a) Outreach activities

(b) Services for people in residential treatment

(c) Time spent by a CDP reviewing a CDP Trainee's file notes and signing off on them

(d) Time spent on internal staffing

(e) Time spent on writing treatment compliance notes and monthly progress reports to the court

(f) Direct treatment services or treatment planning activities as required in WAC 388-877 & 388-877B

(g) Maximum time limitations for services billed under the County Contract are as follows:

i. Case Management Services are limited to a maximum of five (5) hours per month per patient.

ii. Exceptions to the five-hour limitation may be granted on an individual basis based on the clinical needs of the individual patient. The County shall be responsible for monitoring and granting exceptions to the five-hour limit. Exceptions may not be granted to Medicaid-billed services.

v. Other Required Services

(1) Childcare Services (45 CFR 96.131).

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The County shall provide, directly or through arrangements with other public or nonprofit private entities, childcare to patients participating in assessment and treatment activities, and support activities such as support groups, parenting education and other supportive activities when those activities are recommended as part of the recovery process and noted in the patient's treatment plan.

The County shall ensure:

(a) Childcare and prenatal services are provided or arrangements for provision of these services are made for patients receiving chemical dependency assessment and treatment services from subcontracted providers.

(b) All parenting recipients of treatment services are informed that childcare services are available and are offered such services while participating in treatment. Documentation regarding the offer and parent acknowledgement of such offer shall be maintained in the patient file.

(c) Off-site childcare services (with the exception of care provided in the child's or relative's home) are delivered by childcare providers licensed or certified by the Department of Early Learning in accordance with WAC 170-296A.

(d) Childcare provided at a treatment facility site shall be licensed or certified by the Department of Early Learning (DEL) in accordance with WAC 170-295.

(e) Treatment subcontractors shall supply the parent with information to assist the parent in making a responsible decision regarding the selection of an off-site childcare provider when on-site childcare is not available. The information supplied by subcontractors shall include at a minimum:

i. Direction to the DEL website address for information on childcare services at http://www.del.wa.gov/care

ii. Direction to the DEL website address for information on selecting childcare services at: http://www.del.wa.gov/care/find-facility/Default.aspx

iii. Written verification indicating the location of the childcare services, the number of hours and length of child care authorization and the payment process for the type of care selected

(2) Screens and Urinalysis (UA) Testing

(a) General Requirements

The County shall ensure:

i. Screens and UA testing is an allowable cost only within the context of a treatment plan.

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ii. Screens and UA tests are limited to no more than eight (8) tests per month for each patient. All UA tests paid for with public funds shall be documented in TARGET.

iii. Medicaid Eligible Methadone Patients and Pregnant Women

Urinalysis testing is provided by the DSHS contracted vendor.

iv. Low-income Eligible Patients

If UA testing on these patients is done by a laboratory other than the DSHS contracted vendor, the subcontractor shall use the testing standards identified on the County Minimum Urinalysis Testing Requirements document found accessing the Provider page of the DSHS Website: http://www.dshs.wa.gov/DBHR/.

(b) Screens and UA Testing Standards and Protocols for Low-income Eligible Patients

The County shall ensure the following standards and protocols are used as minimum requirements when contracting for urinalysis testing services with testing laboratories:

i. Certification

The County must maintain current laboratory certifications with the Department of Health and Human Services (HHS) and one of the following:

(A) Substance Abuse and Mental Health Services Administration (SAMHSA)

(B) Other national laboratory certification body

ii. Screening Tests

(A) Screening tests shall meet all forensic standards for certified laboratories.

(B) The use of "Instant Test Kits" is allowed only as a screen and requires laboratory confirmation of positive test results.

iii. Confirmation Testing

(A) Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Tandem Mass Spectroscopy must automatically confirm all positive screens, with the exception of methadone. For individuals on methadone, an immunoassay-screening reagent that detects EDDP (methadone) may be utilized.

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(B) Confirmation testing is not required on negative tests. If a client requests confirmation of a negative test, it shall be done at the client's expense.

iv. Chain of Custody and Tampering

The laboratory shall provide a secure chain of custody for handling and processing of specimens. The laboratory's procedures shall be acceptable by a court of law.

v. Specimen Retention

(A) Laboratories shall retain samples in a frozen condition, for those samples that tested positive, for a period of not less than six (6) months after the test results are sent to the provider.

(B) All specimens subject to any court action shall be retained in a frozen condition until such time as the matter is disposed of by the court.

vi. Test Result Reporting

(A) Initial results may be communicated by fax, courier delivery, mail or electronically downloaded. Results communicated other than with the original report must be confirmed by mailing the originals to the subcontractor where the specimen originated, upon request.

(B) Negative results will be communicated to the subcontractor where the specimen originated within twenty-four hours from receipt of specimens at the laboratory.

(C) Positive results will be communicated to the subcontractor where the specimen originated within seventy-two (72) hours receipt of specimens at the laboratory.

vii. Forms and Supplies

The laboratory shall supply order forms, and all other necessary supplies for sample collection and transportation, which are unique to the services provided.

(c) Alcohol Testing

Alcohol testing should be part of the drug testing panel only when the donor is suspect by odor or overt behavior.

(3) Tuberculosis Services (CFR 45 96.121, 96.127, WAC 388-877 & 388-877B)

(a) The County shall ensure all programs that receive SAPT block grant funds shall provide tuberculosis services whether directly or through arrangements with other entities.

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(b) Tuberculosis services include but are not limited to:

i. Counseling the individual with respect to tuberculosis

ii. Screening to determine whether the individual has been infected with mycobacteria tuberculosis to determine the appropriate referral for treatment of the individual

iii. Providing treatment for or referring the individuals infected by mycobacteria tuberculosis for appropriate medical evaluation and treatment

(4) Employee Education about False Claims Recovery

If the County makes or receives payments under Title-XIX (Medicaid) of at least $5,000,000 annually the County shall:

(a) Establish written policies for all employees and subcontractors that provide detailed information about the False Claims Act established in section 1902(a)(68)(A) of the Social Security Act

(b) Include detailed information about the County's policies and procedures for detecting and preventing waste, fraud, and abuse

(c) Include a specific discussion of the laws described in the written policies in the County's employee handbook, if there is one. The discussion shall emphasize the right of employees to be protected as whistleblowers and include a specific discussion of the County's policies and procedures for detecting and preventing fraud, waste, and abuse

w. Specific Eligibility and Funding Requirements for Criminal Justice Services.

(1) Criminal Justice Treatment Account (CJTA) (RCW 70.96A, RCW 70.96A.055: Drug Courts, RCW2.28.170: Drug Courts) and Drug Court funding.

(2) The County shall provide alcohol and drug treatment and treatment support services per Chapter 70.96A RCW: Treatment for alcoholism, intoxication, and drug addiction (formerly uniform alcoholism and intoxication treatment) to the following eligible offenders:

(a) Adults with an addiction or a substance abuse problem that, if not treated, would result in addiction, against whom a prosecuting attorney in Washington State has filed charges

(b) Alcohol and drug treatment services and treatment support services to adult or juvenile offenders within a drug court program as defined in RCW 70.96A.055: Drug courts and RCW 2.28.170: Drug courts

(3) A County receiving funds identified in Exhibit B, A&R, as from CJTA, State Drug Court funds and County participation shall provide services to eligible criminal

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offenders and others in accordance with the Criminal Justice section of their Strategic Plan.

(a) Service Rates

The County shall not bill DSHS at rates that exceed the prevailing County rates for outpatient services or state rates for residential services.

(b) CJTA Funding Guidelines

The County shall use:

i. No more than ten percent of the total CJTA funds for County administration.

ii. No more than ten percent of the CJTA funds for administrative and overhead costs associated with the operation of a drug court.

iii. No more than ten percent of the total CJTA funds for the following support services combined:

(A) Transportation

(B) Child Care Services

iv. At a minimum thirty percent of the CJTA funds for special projects that meet any or all of the following conditions:

(A) An acknowledged best practice (or treatment strategy) that can be documented in published research, or

(B) A approach utilizing either traditional or best practice approaches to treat significant underserved population(s).

(C) A regional project conducted in partnership with at least one other County.

(c) Allowable/Unallowable Services

The County may provide any of the following services:

i. Title-XIX Set Aside

ii. Community Outreach, Intervention, and Referral services. Restriction: Although Alcohol/Drug Information School is a component of Community Outreach, Intervention, and Referral Services, CJTA funds cannot be used to purchase Alcohol/Drug Information School services.

iii. Interim Services

iv. Crisis Services

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v. Detoxification Services

vi. Outpatient Treatment, (adult and youth)

vii. Opiate Substitution Treatment

viii. Case Management, (adult and youth)

ix. Residential Treatment Services

(A) Intensive Inpatient

(B) Long Term Care

(C) Recovery House

(D) Parenting and Pregnant Women's Services including Residential Services and Therapeutic Childcare

(E) Youth Intensive Inpatient Level 1

(F) Youth Intensive Inpatient Level 2

(G) Youth Recovery House

(H) Youth Acute Detoxification

(I) Youth Sub-acute Detoxification

(J) Involuntary Commitment

x. Screening and UA tests are limited to no more than eight (8) tests per month for each patient.

(d) Criminal Justice Treatment Account Special Projects Annual Report

The County shall submit an annual progress report to the appropriate DSHS CONTACT that summarizes the status of the County's innovative project and includes the following required information.

i. Type of project (acknowledge best practice/treatment strategy, significant underserved population(s), or regional)

ii. Current Status:

(A) Describe the project and how it is consistent with your strategic plan.

(B) Describe how the project has enhanced treatment services for offenders.

(C) Indicate the number of offenders who were served using innovative funds.

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(D) Indicate the cost of service per participant.

iii. Goals and Objectives:

(A) Detail the original goals and objectives of the project.

(B) Document how the goals and objectives were achieved.

(C) If any goals or objectives were not achieved indicate any changes in the project that will allow for the goals and objectives to be met.

iv. Evaluation Strategy:

(A) What is the treatment retention and completion rate for offenders being treated with innovative funds?

(B) Are these rates the same, better, or worse than other offenders?

(C) What is the recidivism rate for offenders being treated with innovative funds?

(D) Is this rate the same, better, or worse than other offenders?

x. Driving Under the Influence (DUI) repeat offender Services.

(1) For the time period January 1, 2014 through June 30, 2014, the County shall provide court ordered chemical dependency assessment and treatment services for low-income or Medicaid eligible repeat DUI offenders." Eligible individuals, defined as "repeat DUI offenders, must meet the following conditions:

(2) Have a current charge for a violation of RCW 46.61.502 (Driving Under the Influence) or RCW 46.61.504 (Physical Control of Vehicle Under the Influence),

(3) Have at least one prior conviction for a violation of RCW 46.61.502 (Driving Under the Influence) or RCW 46.61.504 (Physical Control of Vehicle Under the Influence) within ten years of the arrest for the current offense, and

(4) Is ordered by a court to participate in chemical dependency assessment and treatment services for low-income or Medicaid eligible repeat DUI offenders.

(5) The County shall:

(a) Prioritize the use of the DUI funds as the first source for reimbursement of services to the DUI repeat offenders.

(b) Use no more than ten percent of the total DUI funds for County administration.

(c) Use no more than ten percent of the total DUI funds for the combined cost of the following support services:

i. Transportation

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ii. Child Care Services

(6) The County may provide any of the following treatment services for adults and youth:

(a) Interim Services

(b) Crisis Services

(c) Detoxification Services

(d) Outpatient Treatment,

(e) Opiate Substitution Treatment

(f) Case Management

(g) Screens and UA tests limited to no more than eight (8) tests per month for each repeat DUI offender.

(h) Residential Treatment Services:

i. Intensive Inpatient

ii. Long Term Care

iii. Recovery House

iv. Parent and Pregnant Women Services including Residential Services and Therapeutic Childcare

v. Youth Intensive Inpatient Level 1

vi. Youth Intensive Inpatient Level 2

vii. Youth Recovery House

viii. Youth Acute Detoxification

ix. Youth Sub-acute Detoxification

x. Involuntary Commitment

(7) TARGET Requirements. The County shall require subcontractors to document "repeat DUI Offender" services in TARGET using the following codes:

(a) Contract Type – Criminal Justice

(b) State Special projects – the County shall use one of the following:

i. CJ – DUI Court - to be used in those cases where the client is enrolled in a state-recognized DUI Court.

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ii. CJ – Non-DUI Court - to be used in those cases where the client is not enrolled in a state-recognized DUI Court.

(8) The County shall bill for DUI Repeat Offender Services on a monthly basis on an invoice provided by DBHR. DUI Repeat Offender Services shall be billed separately from the other services outlined in this Contract.

(9) The County shall maintain documentation in the client's file of the following:

(a) That both the previous and current offense occurred within ten years of the arrest for the current offense, and

(b) The order by a court that the client participate in participate in chemical dependency assessment and treatment services for low-income or Medicaid eligible repeat DUI offenders.

y. Incentive Project.

DSHS has received a grant from Brandeis University to participate in an incentive awards project to improve performance in "patient engagement" for Outpatient and Intensive Outpatient treatment agencies (including qualified subcontractors) and detox facilities. The project will run from October 1, 2014 through March 31, 2015.

(1) Brandeis University will randomize the first qualifying agencies and place each agency into one of three or one of four categories ("arms").

(2) Because of the small number of detox facilities, they will be randomized into one of the following three:

(a) Control group

(b) Incentives only

(c) Alerts Only

(3) Outpatient agencies will be randomized into one of the following:

(a) Control group

(b) Incentives only

(c) Alerts Only

(d) Incentives and Alerts

(4) Funding for incentive award payments is provided by DSHS.

(a) These funds are pooled and not reflected in Exhibit B, Awards and Revenues.

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(b) The earned incentive award payments shall be passed through to the subcontracted providers or directly to the agency providing services that are identified by DSHS as a quarterly awardee.

(c) The County is authorized to take up to an 8% administrative fee for each award and therefore may receive additional funding over and above that identified on the A&R.

(5) By September 30, 2013 DSHS will kick off the start of the program with information and a Webinar opportunity about:

(a) The randomization process

(b) The requirements for identification as a qualifying agency

(c) The award formula which identifies those who have earned an award based on a calculation using a combination of:

i. Achievement points

ii. Improvement points

(6) DSHS will notify you in writing and/or by e-mail of the status of your subcontractors as to:

(a) Which have qualified to participate in the project

(b) Into which each of the categories in a. above it has been placed after the randomization

(c) If any of your providers have achieved an incentive award payment and the amount awarded

(d) Provide a separate A-19 for billing purposes that will cover only the incentive payments

(7) The County shall:

(a) Familiarize itself with the incentive program and be prepared to answer basic questions from subcontractors about the project.

(b) Forward the information provided to the County in section (6) (b)-(c). above to all qualified subcontractors.

(c) Within 10 days of receiving the awardee list from DSHS, notify each awardee agency in writing and/or by electronic means that they have achieved an incentive award and to expect to receive it within the quarter following the quarter in which the reward was achieved.

(d) Send the separate A-19 for the project to Eric Larson at Eric.Larson@dshs.wa.gov or designee who will review and forward valid A-19s for payment.

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z. Chemical Dependency Treatment Provider Worksheet.

(1) Certification

The County shall ensure agencies, including all branch facilities receiving a subcontract are certified by DSHS to provide the services they are to deliver.

(2) Treatment Provider Worksheet (TPW)

(a) The County shall ensure the TPW is signed and received by the DSHS Contact.

(b) The County shall notify the appropriate DSHS Contact if the County adds or terminates a subcontract with any agency or branch facility, by submitting a revised Treatment Provider Worksheet to the appropriate DSHS Contact identified on page 1 of the Contract within five (5) business days of the change. The revised TPW shall include:

i. The name of the agency or branch facility whose subcontract has been added or terminated.

ii. The date the subcontract was added or the "as of" date of termination.

iii. If the subcontract was terminated, the effective date of the termination of the subcontract.

aa. Admission Priority Population

(1) The County shall ensure treatment admissions to all Medicaid eligible individuals as a service priority.

(2) The County shall ensure treatment admissions are prioritized in the order as follows, per the Substance Abuse Prevention and Treatment (SAPT) Block Grant (45 CFR 96.131 and 42 USC 300x-27):

(a) Pregnant injecting drug users

(b) Pregnant substance abusers

(c) Injecting drug users

bb. TARGET Requirements.

(1) Access and Security Requirements

A TARGET User ID is assigned to an individual employee and not to the Agency as a whole; therefore the County shall ensure:

(a) At least one trained primary and one trained backup data operator must have a User ID from the secure Access Washington (SAW) system.

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(b) Procedures are implemented to ensure that there is no sharing of User IDs, pass phrases or TARGET logon information and that new employees requiring access do not make use of User IDs issued to others.

(c) Computers that access TARGET shall be located in secure areas away from general public viewing and traffic.

(d) The TARGET Helpdesk (888-461-8898) shall be contacted in the following situations:

i. When a staff member who holds a User ID for access to TARGET resigns or is terminated, the Helpdesk shall be notified within three (3) business days.

ii. The Helpdesk is notified when new staff needs access to TARGET data so an ID can be created.

iii. Relevant County staff has access to technical assistance through the TARGET Helpdesk to keep TARGET resources operational.

(e) The County may enter into a qualified Service Agreement with another organization to meet TARGET Program Agreement reporting requirements and shall ensure section a. (1)-(4) above are included in the Service Agreement.

(f) The instructions for new users are available through the DBHR website or through the TARGET Helpdesk.

(2) Data Protection

The County shall:

(a) Not share TARGET User ID's or passwords between staff members or other workers.

(b) Ensure that there is at least one trained back-up data-entry worker at the service agency throughout the Program Agreement period.

(c) Take due care to protect said data from unauthorized physical and electronic access.

(3) Data Disposition

The data provided to DSHS shall be maintained in a secure fashion until such time as the Department determines that it should be destroyed.

(4) Requirements for Patient and Client Treatment Encounter DATA

Documentation of non-compliance with any reporting requirements may result in corrective actions towards the County or the withholding of funds.

The County shall:

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(a) Enter the date of first contact into TARGET at least every seven (7) days.

(b) Work towards entering all information into TARGET by the end of the 7th calendar day after the date of service.

(c) Ensure all reporting requirements are met.

(d) Enter full and complete patient and client information including but not limited to Interim Waiting List Services, Assessment Services and Treatment Services, is entered into TARGET.

(e) Provide special TARGET-based reports to the DSHS Contract Manager as requested.

(f) Prior to the implementation of a new program of service, the County and DSHS shall agree upon a program guidance/instruction document that will specify the process for reporting the service activity under that program.

(g) To ensure on-time payment of submitted invoices

Work towards all TARGET input data by the end of the 7th calendar day after the date of service.

(h) Verification of TARGET data input shall be made prior to payment.

cc. Consideration.

(1) Maximum Consideration

The maximum consideration for this Contract is identified in Exhibit B, Awards & Revenues.

(2) For Services to Pregnant and Parenting Women, SAPT may only be used as payment of last resort.

(3) Fiscal Year Allocations and Exceptions

With the exception of funding provided by CJTA, the use of funds is limited to the fiscal year for which it is allocated. CJTA is a biennial allocation.

(4) Reimbursement Rates

DSHS shall reimburse the County based upon Exhibit C, Service Rate Plan.

(a) The total amount of reimbursement, including reimbursement for administration costs, shall not exceed the Maximum Contract Amount identified in Exhibit B, Awards & Revenues.

(b) The total amount of reimbursement for each Award shall not exceed the itemized Awards in Exhibit B, Awards & Revenues.

(5) Period of Performance Service Costs

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The County shall ensure that service costs incurred are within the period of performance of this Contract.

(6) Allocating Medicaid Match

(a) The County shall allocate state funds in a manner that will provide adequate Medicaid State Match, as described in Section II. (2) (d) i.-iv. Medicaid Rules and Limitations.

(b) The County and DSHS acknowledge that the amount identified on the SRP as the Medicaid Set-aside is an estimate which will require periodic review based on the flow of patient eligibility categories; the County and DSHS shall work together when updating the amount of set-aside.

(7) County Participation Match Requirement:

The County shall provide County participation match, to share in the cost of services under this Contract, in accordance with the following requirements:

(a) In accordance with RCW 70.96A.040, the County shall provide a cost share match for all services according to the formulas as shown below. This match requirement is in addition to any Title XIX Medicaid Match requirements.

(b) Non-Criminal Justice Match Requirement – The County shall provide a ten percent participation match of all DSHS provided non-criminal justice awards. The formula for this match is the total of all non-criminal justice awards divided by 9 times 0.1. Using this formula, the match requirement for $100,000 would be $11,111.

(c) Criminal Justice Match Requirement – the County shall provide a local participation match of all DSHS provided criminal justice awards using the following formulas:

i. A dollar for dollar participation match for services to patients who are receiving services under the supervision of a drug court

ii. A ten percent participation match (as formulated in non-criminal justice, see f. 2. above) for services to patients who are not under the supervision of a drug court but against whom a prosecuting attorney in Washington State has filed charge

(d) Local Cost Sharing Agreement: The County shall submit a completed Local Cost Sharing Agreement, along with the June monthly A-19 Invoice Voucher, to the DSHS Contact annually.

(8) Prevention State Grant-in-Aid Match

To utilize State Grant-In-Aid funds for Prevention Services administration the County must:

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(a) Pass a local sales tax in accordance with Senate Bill 5763, or secure local funds through other private or public entities.

(b) Provide a hard dollar match, used for prevention services, equal to or exceeding the amount billed to "State Grant-In-Aid" funds for prevention administration.

(c) Submit a letter of request to the DSHS contact identifying the:

i. Amount of prevention administration funding requested, up to 10% of the total prevention allocation.

ii. Date the local sales tax was adopted, if applicable.

iii. Amount and source of hard dollar match funds.

iv. Description of prevention services to be implemented with match funds.

v. Proposed start date of the prevention administration (30 days advance notice required).

vi. Enter all services purchased through match funds into the DBHR Performance-Based Prevention System (PBPS) upon approval of the prevention administration request.

(d) The DSHS Contact will respond in writing, to the prevention administration request within 30 days of receipt of the request.

(9) Award Adjustment Request

With regard to [illegible] services:

(a) DSHS reserves the right to reduce the treatment funds awarded in this Contract if the County's expenditures for treatment services/activities fall below 85% of expected levels during any fiscal year quarter.

(b) If DSHS decides to exercise the right to reduce treatment or prevention funds, DSHS will provide written notification 30 days prior to the reduction. The notice will specify the reason for the reduction, the amount to be reduced, and the effective date of the reduction.

dd. Billing and Payment for the Treatment Statement of Work.

(1) Invoice System

The County shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the DSHS Contact stated on page one (1) of this contract, by the Contractor, not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in

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accordance with those set forth in Section 8. i. Consideration above, of this Contract.

(2) DSHS Obligation for Payment

DSHS shall not be obligated to reimburse the County for any services or activities, performed prior to the effective date of this Contract, which shall include the mutually agreed upon County's SRP which shall be attached as an exhibit to the Contract.

(a) Billing for Allowable Costs and Documented Costs

The County shall ensure all expenditures for services and activities under this Contract are:

i. Expended for allowable costs, which are in accordance with the Fiscal/Program Requirements.

ii. Documented in TARGET at the time the billing is submitted. This applies to billings for:

(A) Medicaid eligible services

(B) Low-income services

(C) Out-stationed staff

(D) All other billings submitted on the A-19 invoice appropriate for TARGET entry

iii. All documentation including reports must be submitted with the billing documents.

(3) Claims for Payment

The County shall:

(a) Submit invoices for costs due and payable under this agreement that were incurred prior to the expiration date within 90 days of the date services were provided.

(b) The County shall submit final billing for services provided during each fiscal year within 90 days after the end of that fiscal year.

ee. Billing for Medicaid-eligible Patients

(1) The County shall ensure the Medicaid billing process is used for all Medicaid-eligible patients.

(2) Services to Medicaid patients shall be billed directly through the Medicaid billing process. Billing instructions for Medicaid can be found by accessing the Provider page of the DSHS website at http://www.dshs.wa.gov/DBHR/.

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ff. Billing for Non-Medicaid Patients

The County shall send a properly completed A-19 invoice voucher and supporting documentation for services provided to non-Medicaid patients to the appropriate DSHS Contact identified on page 1 of the Contract for review, approval and forwarding to the ADSA accounting office.

gg. Administration Expenditure Limits

(1) The County may bill for Administration Costs based on 1/12 of the amount designated for County State GIA Administration in Exhibit B, Awards and Revenues, on a monthly basis through the A-19 process.

(2) In the event money is removed from this Contract by written amendment, to maximize services in other areas of the state, the monthly billing for Administration Costs shall be adjusted accordingly based on the amount of eligible funds remaining.

(3) The County shall ensure that CJTA and Drug Court awarded in this contract are limited to the following conditions regarding administration:

(a) No more than 10% of the CJTA award is spent on Fiscal/Program Requirements Line Item 566.11 for County Administration.

(b) No more than 10% of the CJTA and no more than 10% of the Drug Court award is spent on Fiscal/Program Requirements Line Item 566.11 for Drug Court Administration.

hh. Timely Payment by DSHS

Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by the DSHS Contact Person of the properly completed invoices. Payment shall be sent to the address designated by the County on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the County for services rendered if County fails to satisfactorily comply with any term or condition of this Contract.

ii. Fiscal Year-end Billing

The County shall ensure that final billing for services provided under this Contract shall occur no more than 90 days after the end of each fiscal year of this Contract.

jj. Non-Compliance

(1) Failure to Maintain Reporting Requirements:

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In the event the County or a subcontractor fails to maintain its reporting obligations under this Contract, DSHS reserves the right to withhold reimbursements to the County until the obligations are met.

(2) Recovery of Costs Claimed in Error:

If the County claims and DSHS reimburses for expenditures under this Contract which DSHS later finds were (1) claimed in error or (2) not allowable costs under the terms of the Contract, DSHS shall recover those costs and the County shall fully cooperate with the recovery.

(3) Stop Placement:

DSHS may stop the placement of clients in a treatment facility immediately upon finding that the County or a subcontractor is not in substantial compliance, as determined by DSHS, with provisions of any WAC related to chemical dependency treatment or Contract. The treatment facility will be notified by DSHS of this decision in writing.

(4) Additional Remuneration Prohibited:

The County shall not charge or accept additional fees from any patient, relative, or any other person, for services provided under this Contract other than those specifically authorized by DSHS. The County shall require its subcontractors to adhere to this requirement. In the event the County or subcontractor charges or accepts prohibited fees, DSHS shall have the right to assert a claim against the County or subcontractor on behalf of the client, per RCW 74.09. Any violation of this provision shall be deemed a material breach of this Contract.

kk. Advance Payment and Billing Limitations.

(1) Advance Payment

DSHS shall not make any payments in advance or in anticipation of the delivery of services to be provided pursuant to this Contract.

(2) Authorized Services

DSHS shall pay the County only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, DSHS shall pay only for services authorized and provided through the date of termination.

(a) Timely Billing

DSHS shall not pay any claims for payment for services submitted more than ninety (90) days after the calendar month in which the services were performed, unless otherwise specified in this Contract.

(b) Exception to 90-day billing limitation

The County may submit a bill for services beyond the 90-day limitation:

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i. When additional funds are added to or funds are decreased from the Contract by written amendment, those services previously provided shall be entered in TARGET as "County Community Services".

ii. When a billing submitted to the Medicaid payment system is denied due to ineligibility, the County may submit a billing for the denied service using an A-19 invoice. The County shall attach a copy of the Medicaid payment system denial to the A-19 to document the denial.

(c) Multiple Payments for the Same Claim/Duplication

i. The County assures that work performed and invoiced does not duplicate work to be charged to the State of Washington under any other contract or agreement with the Contractor.

ii. The County shall not bill DSHS for services performed under this Contract, and DSHS shall not pay the County, if the County has charged or will charge the State of Washington or any other party under any other contract or agreement for the same service.

(d) Medicaid Rules and Limitations

The County shall adhere to the following Medicaid rules and limitations and shall ensure its subcontractors adhere to these rules as appropriate:

i. Designate Medicaid State Match, from state-funded awards that shall be allocated and identified on a BHR-provided form.

ii. Ensure that their designated Medicaid State Match is sufficient to cover the County's expenditures for covered Medicaid chemical dependency treatment services during the Contract's period of performance.

iii. Increase Medicaid State Match funds in the event the original amount of designated Medicaid State Match funds is less than the amount required to meet covered Medicaid chemical dependency treatment service expenditures, and send revised SRP for approval to the DSHS Contact.

iv. Ensure covered Medicaid chemical dependency treatment services for Medicaid-eligible patients are not charged as non-Medicaid expenditure. Any such expenditure under this Contract shall constitute an overpayment.

v. Ensure that all subcontractors that serve Medicaid-eligible patients maintain a Core Provider Agreement with the Health Care Authority (HCA).

vi. Ensure that policies and procedures are established and utilized to screen all potential Medicaid-eligible patients for Medicaid eligibility, and shall require its subcontractors to adhere to the County's policies and procedures.

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vii. Ensure that potential Medicaid-eligible patients are referred to the appropriate DSHS Community Services Office (CSO) to apply for medical assistance.

viii. The County shall charge all covered Medicaid services provided to Medicaid-eligible patients as a Medicaid expenditure through the State's Medicaid payment system, and shall require its subcontractors to do the same.

ix. With the exception of (x.) below, Title-XIX (Medicaid) eligible patients are not charged any fees for any reason including, but not limited to appointments for:

(A) Screening

(B) Brief risk intervention therapy

(C) Interim services

(D) Assessments

(E) Individual sessions

(F) Group sessions

x. Title-XIX (Medicaid) eligible patients who are not diagnosed as chemically dependent but who receive substance abuse services titled Alcohol and other Drug Information School (ADIS), may be charged for ADIS because these are not Medicaid billable services.

(e) Awards

The County shall acknowledge and ensure the following limitations on Awards and Revenue:

i. Funds designated solely for a specific state fiscal year in this Contract may be obligated only for work performed in the designated fiscal year.

ii. The Substance Abuse Prevention and Treatment (SAPT) Block Grant CFDA number is 93.959.

10. Additional Services.

If County or Contractor is listed as having additional services on Page 3, these services are found in the Exhibit(s) below.

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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. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.

   b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

   c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Data Transport**. When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:

   a. Transporting the Data within the (State Government Network) SGN or Contractor's internal network, or;

   b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.

3. **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**. 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**. 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 Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

   c. **Optical discs (CDs or DVDs) in local workstation optical disc drives**. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. 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.

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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 Secured 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 Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

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 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 with a key length of at least 128 bits

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method 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.

Physically Secure the portable device(s) and/or media by

(d) Keeping them in locked storage when not in use

(e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

(2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

(3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

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(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. **Data stored for backup purposes.**

(1) DSHS data 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 in Section 5. Data Disposition

(2) DSHS 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 in Section 5. Data Disposition.

4. Data Segregation.

a. DSHS 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.

b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,

c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

e. 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.

f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

g. 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.

5. Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, 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 Removable media (e.g. floppies, USB flash drives,	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or

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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

6. **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 dshsprivacyoffice@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.

7. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

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Exhibit B

Awards & Revenues (A&R)

This individualized document will be sent as an attachment to e-mail and is incorporated by reference to the specifically identified contract for which it is meant.

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Exhibit C

Service Rates Plan (SRP)

This individualized document will be sent as an attachment to e-mail and is incorporated by reference to the specifically identified contract for which it is meant.

Organizations only providing Prevention Services will not receive an SRP.

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Exhibit D

PROGRAM STANDARD AND GUIDELINES
CHEMICAL DEPENDENCY ASSESSMENT AND TREATMENT SERVICES
FOR CHILDREN'S ADMINISTRATION CLIENTS (CAR)

The County shall provide funding for chemical dependency assessment, detoxification, treatment, and case management services to clients who are not Medicaid eligible and seeking to remain or reunify with their families. These clients shall be known as "Children's Administration Parents in Reunification" patients and shall have priority access category status.

DSHS shall reimburse the County as identified on Exhibit B, Awards & Revenues.

1. Limitations:

The County may provide any of the following services as described in the Division of Behavioral Health and Recovery (DBHR) Budgeting Accounting and Reporting System supplement:

a. Chemical Dependency Assessment

b. Outpatient Treatment, General

c. Case Management, General

d. Chemical Dependency Detoxification

e. Opiate Substitution Treatment

2. Patient Identification and Referral

The CA social workers are the primary source of referrals for this program. CA social workers will identify clients as "CA Parents in Reunification" on the referral form.

The treatment provider CA social worker is responsible for notifying the county when a client may need ancillary services, such as transportation and childcare, in order to participate in assessment and treatment.

3. Medicaid Eligibility

The County shall ensure that all clients are screened for Title XIX financial eligibility and referred to the local DSHS Community Services Office (CSO) for Title XIX eligibility determination if the financial screen so warrants. State funding source shall only be the payer of last resort. If the client is eligible for Medicaid, the County shall ensure services are paid through the Medicaid funding source. This funding source is designed to serve CA clients who cannot access other sources of funding.

4. Eligible Providers

All assessment, detoxification, and treatment services provided by these funds must be by DBHR certified treatment providers.

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5. Service Rates

The rates paid shall not exceed the County negotiated low income rates for services outlined above.

6. Reporting Requirements

a. The County shall comply with the DBHR TARGET data entry and reporting requirements using a specific TARGET state special project code, CA-REUNITE, to identify clients for treatment, interim and ancillary services (support services).

b. The County shall ensure the treatment provider communicates with the CA social worker regarding the client progress, with appropriate written consent. Communication is expected to include but not be limited to:

   (1) verification of client attendance at appointments;

   (2) efforts made to engage the client;

   (3) treatment recommendations; and

   (4) client progress and outcomes.

c. GAIN-SS shall be entered into TARGET by the treatment provider of first access, either the Children's Administration social worker or the treatment provider.

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EXHIBIT E
PROGRAM STANDARD AND GUIDELINES
HEPATITIS AND AIDS SUBSTANCE ABUSE PROGRAM
ADULT CARE ENHANCEMENT

1. Consideration:

In consideration for the Hepatitis and Aids Substance Abuse Program (HASAP) Adult Care Enhancement services provided under this Agreement, the Department of Social and Health Services (DSHS) shall reimburse the County as identified on Exhibit B, Awards & Revenues.

In the event that an FTE is not available for a full month, the Contractor shall pro-rate its billing accordingly.

2. Purpose:

The purpose of HASAP Adult Care Enhancement is to provide chemical dependency and intervention services for HIV positive or Hepatitis C positive clients at the host agency and to successfully integrate these services within the host site's overall program model and agency organization. The goals of the program are to deliver chemical dependency treatment and intervention services in the overall treatment culture of each of the following host site facilities/agencies as named in the Payment and Billing clause of this Contract.

3. Services:

The Contractor shall:

a. Outstation a chemical dependency professional to provide Alternative Care Enhancement services at the host site(s). CDP's shall be out-stationed from site other than CDP contracted agency. A full-time equivalent staff person (1.0 FTE) shall provide not less than 100 hours per month of direct services or consultation to HIV positive or Hepatitis C positive clients or host agency staff during this contract period. Hours shall be pro-rated when the contract is for less than one FTE. If the Contractor provides less than 85 percent of a quarterly allocation of the contract in any quarter, these funds may be re-negotiated to ensure full utilization.

b. Establish a Memorandum of Agreement with the host site(s) that shall include the requirement for an annual report/evaluation and quarterly reports that includes input from the host site that includes:

(1) The name of host site submitting the annual report;

(2) Name and title of the person submitting the report;

(3) The date the report was submitted;

(4) The name of Contractor;

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(5) Summary of activities accomplished by the Contractor as outlined in the Statement of Work.

(6) Problems encountered by the host site and the resolutions attempted/accomplished; and

(7) Requests for information, clarification or technical assistance from the Division of Behavioral Health and Recovery (DBHR)

4. Scope of Services

The following services fall within the scope of this contract. Counseling services shall provide a mix of services based on the needs of the host facility, and shall be delivered by the Contractor's staff assigned to work at approved residential or healthcare agencies serving patients.

The County shall:

a. Provide substance abuse screening education to HIV and/or Hepatitis C case managers and outreach workers staffed at host agencies.

b. Network and serve as a referral resource for local needle exchange sites serving intravenous drug-users.

c. Ensure that professionals assigned as counselors under this contract and their direct supervisors attend bi-monthly Adult Care Advancement coordinating meetings.

d. Ensure that HASAP Providers participate in the Rapid HIV Testing Initiative (RHTI) by obtaining the following within one year of contract:

(1) Basic fundamentals of HIV/AIDS training, as recognized by the State.

(2) State-certification in HIV Counseling, Testing, and Referral Services (CTRS) training program.

(3) Fundamentals of Rapid HIV Testing and Prevention Counseling with the OraQuick® Rapid HIV-1 Antibody Test *(provided by SAMHSA or CDC, and respective State required training).*

e. Ensure that all HASAP Chemical Dependency Professionals or CDP's obtain training and certification in Holistic Health Recovery Program (HHRP) Curriculum.

5. Treatment Services: The County shall provide the following:

a. Individual Treatment:

Individual treatment is defined as a planned therapeutic or counseling activity specific to chemical dependency provided to an eligible client by a chemical dependency professional. Individual treatment of more than 45 minutes is defined as a full visit, and 15 to 45 minutes is a brief visit. Each patient enrolled for services shall be seen no less than once every 20 hours of treatment services.

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b. Group Treatment:

Group treatment is defined as a planned therapeutic or counseling activity specific to chemical dependency provided to a group of three or more non-related clients and less than twelve clients. The County shall abide by the following requirements when conducting a group session:

(1) A group session shall be conducted by one or more therapists, one of which must be a HASAP Adult Care Enhancement Chemical Dependency Professional.

(2) Two staff members are required when there are more than eight patients.

(3) Family members of clients may attend a group treatment session.

(4) The group treatment session lasts 50 minutes or more.

(5) The Contractor must provide group treatment sessions at least two times per week when possible at the site.

(6) Individual services may be substituted when group sessions are not possible.

c. Conjoint Treatment:

Conjoint treatment is defined as a planned therapeutic or counseling activity specific to chemical dependency provided to a client and one or more of his/her family by one or more therapist. Conjoint treatment sessions lasts 50 minutes or more as a full visit or 15 to 45 minutes as a brief visit.

d. Assessments/Screening

Initial chemical dependency screening shalll be maintained on current clients and all new placements to assist in determining the need for additional chemical dependency treatment services. Based on the results of the patient chemical dependency screening, individual patient assessments and be completed and maintained on current clients and all new placements identified as needing a full chemical dependency assessment. Intake assessments must meet requirements for chemical dependency assessment as per WAC 388-805-320.

6. Other Services:

The County shall:

a. Develop and implement an on-going staff development plan for all direct service facility staff specific to chemical dependency. This plan is to be updated on an annual basis. The Contractor must maintain documentation of progress toward accomplishment of the staff development plan.

b. In conjunction with host site staff, develop and carry out ongoing group sessions for patients in residence.

c. Provide liaison, information and referral, and collaboration with community

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substance abuse/chemical dependency agencies and resources. Provide no less than two staff training/education programs per biennium.

d. Provide consultation and technical assistance to staff in areas related to substance abuse/chemical dependency.

e. Cooperate with case workers and clinicians on individual and/or family counseling needs as resource staff.

f. Collaborate with the host site staff in providing information needed to complete progress reporting on clients to the placing agencies. Participate in regular staffing with host facility staff.

g. Collaborate with host site staff in treatment, transition, and discharge planning for program clients. Provide a written chemical dependency continuing care plan for all patients receiving services prior to discharge.

h. Provide case management and outreach services as defined below:

(1) Case Management - Costs incurred for clients assessed as needing treatment to provide case planning, case consultation and referral services, and other support services for the purpose of engaging and retaining clients in treatment or maintaining clients in treatment. Case management services are services provided by a Chemical Dependency Professional (CDP), CDP Trainee or person under the clinical supervision of a CDP who will assist clients in gaining access to needed medical, social, educational and other services. Does not include direct treatment services in the sub-element.

(2) Outreach Services - Activities funded to provide Community Education, Alcohol and Drug Information School, Community Outreach, Intervention, Referral and Crisis services in the community.

i. Cooperate with research, data collection, and outcome measurement studies with DSHS.

j. Submit monthly documentation in the form of TARGET reports with the Invoice Voucher billing showing the following:

(1) The number of chemical dependency assessments;

(2) The Number of individual sessions;

(3) The Number of group sessions; and

(4) The Hours of non-treatment support activities.

k. Complete an annual progress evaluation to include the following elements:

(1) Agency submitting Evaluation

(2) Report Completed By

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(3) Date Submitted

(4) Name of Host Site

(5) Summary of activities accomplished by the Contractor as outlined in the Statement of Work

(6) Problems encountered by the Contractor and the resolutions attempted or accomplished

(7) Describe specific goals, efforts or changes for program planning and operations during the next three months

(8) Describe creative and innovative efforts being made by your program to enhance services provided to the clients in your program

(9) Requests for information, clarification, or technical assistance from DBHR

l. Deadline for submitting the annual evaluation to the DBHR Contract Manager within 60 days following the end of state fiscal year.

7. Interagency Protocol:

a. The County shall maintain a written interagency protocol with the host agencies cooperating with the direct service requirements of this contract. The protocol shall cover the following areas of administration and coordination.

b. The Contractor shall collaborate with the host care agency on the selection and/or hiring of chemical dependency staff that will work at the residential or healthcare agency.

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Exhibit F

Parent Child Assistance Program (PCAP) – Grant County

1. **Definitions Specific to Exhibit**. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

a. "Advocate" means a paraprofessional case manager working within the Parent Child Assistance Program.

b. "Agencies" means any state office or activity of the executive and judicial branches of the state government, including state agencies, departments, offices, divisions, boards, commissions, and educational, correctional, and other types of institutions.

c. "Agreement" means this Interlocal Agreement, including all Exhibits and other documents attached or incorporated by reference.

d. "Contract Manager" means DSHS contact person [illegible]ted [illegible]age one (1) of this contract, responsible for the day to day management of the [illegible]ontra[illegible].

e. "Contract Monitor" means the person identified by t[illegible]ontract [illegible]ag[illegible] that monitors the contract.

f. "DBHR" means the DSHS Division of Beha[illegible]ral [illegible]lth and [illegible]covery.

g. "DSHS" means the Department of Social [illegible]d H[illegible]ith S[illegible]es.

h. "PCAP" means Parent [illegible]ild Ass[illegible]ce Prog[illegible] for [illegible]omen who abuse alcohol and/or drugs during pregnancy [illegible]ostpar[illegible].

2. **Statement of Work**

The Contractor sh[illegible]

a. Maintain the Parent Chil[illegible]sista[illegible]e Program (PCAP) site.

b. Ensure that the site has a minimum number of slots, as identified in I. below to serve the highest risk women in the Contractor County.

c. Enroll women who:

(1) Abuse alcohol and/or drugs during pregnancy; and

(2) Are pregnant or postpartum (priority shall be given to women who are pregnant and up to six months postpartum; referrals shall be accepted up to twelve months postpartum on a space available basis); and

(3) Are not successfully or effectively engaged with community service providers.

d. Alternatively, women may be enrolled who:

(1) Have previously had a child diagnosed with Fetal Alcohol Spectrum Disorders;

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and

(2) Are currently abusing alcohol and/or drugs; and

(3) Are in childbearing years.

e. Ensure that each advocate have an active caseload of up to eighteen clients, with a minimum full-time advocates on staff as identified in I. below.

f. Provide advocacy services to clients and their families that shall include, but are not limited to, the following:

(1) Identification and prioritization of realistic goals, initiation of necessary steps, and evaluation of progress toward these goals.

(2) Support for substance abuse treatment, recovery, and follow-up.

(3) Support for utilization of local resources including, but not limited to, family planning, safe housing, health care, domestic violence services, parenting skills, and mental health services.

(4) Respond appropriately to client needs in a timely manner.

(5) Provision of funds for food, unmet health needs, other necessities, and incentives as needed. The contractor shall only use State funds to pay for this component.

g. Provide appropriate and timely PCAP supervision at the FTE level, as identified in I. below at each site and ongoing training to advocates to ensure provision of the best advocacy possible, and to safeguard advocates, clients, and their families.

h. Provide comprehensive training to ensure maintenance of the core components of the PCAP advocacy model and consistency among sites.

i. Participate in the protection of Human Subjects for clients enrolled in research activities at the PCAP site through the State of Washington Department of Social and Health Services' Human Research Review Section using approved protocols and informed consent procedures, and the Federal Certificate of Confidentiality.

j. Develop and maintain professional relationships with community providers.

k. Submit monthly reports to the PCAP State Director at the University of Washington, describing the number of clients enrolled at the site. Submit to the PCAP Director at the University of Washington, quarterly reports (every six months) describing progress at the site, number of referrals, advocate training, community linkages, client characteristics, and client and child outcomes.

l. Site Requirements

(1) Each site will provide appropriate supervision. Complaints or concerns by regional partners, DBHR, other PCAP sites or other entities will be referred to the Clinical Supervisor of the appropriate PCAP site or the PCAP State Director

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at the University of Washington.

(2) Each site will have a minimum FTE to support staff in clerical and administrative duties as follows:

Minimum Full Time Advocates	2.0
Supervision FTE	0.3
Staff Support FTE	0.2
Minimum Client Slots	30

(3) Each site will hire an exit interviewer to conduct interviews with clients who complete PCAP (approximately three years after enrollment). The exit interviewer will be trained by PCAP at the University of Washington according to evaluation protocols. Each exit interview will require approximately five hours (1 hour for scheduling/rescheduling/transportation; 2 hours to conduct the interview; 2 hours to code the interview and enter data in the PCAP web-based system). There is not a minimum FTE requirement. Exit interviewers may be paid on a per exit interview basis. Exit interviewers cannot be an advocate, the site Supervisor, or the same person who did the intake interview. A site Supervisor may administer exit interviews to clients from other PCAP sites.

(4) Each site (to include program staff and all site staff) will attend PCAP meetings as requested by the PCAP State Director at the University of Washington or the DBHR Contract Manager.

m. CORE COMPONENTS REQUIRED FOR THE PARENT-CHILD ASSISTANCE PROGRAM

This is a three-year home visitation case management model for very high-risk substance abusing women and their children. Caseload recommendation is fifteen to eighteen active client families per advocate.

The Contractor shall ensure that the following Core components of the program are met:

(1) Clients are not asked to leave the program because of relapse or setbacks.

(2) To facilitate an effective service plan, advocates develop and coordinate a network of contacts with family, friends, and providers involved in a client's life.

(3) At least every four months, advocates work with clients to define and evaluate the clients' personal goals and steps towards those goals; advocates coordinate client goals with program goals.

(4) Advocates link clients with appropriate and available community services.

(5) Advocates work with both mother and target child regardless of who has custody, and provide advocacy for other family members as needed.

(6) A minimum of twice-monthly group staffing sessions are required.

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(7) A minimum of twice-monthly individual supervision is required. Notes from these sessions shall be submitted monthly to University of Washington PCAP State Director for review.

(8) Supervisors and advocates are required to submit completed evaluation instruments according to PCAP protocol.

3. Performance Work Statement.

The Contractor shall provide the services and staff, and otherwise do all things necessary to serve 85% or more of contracted monthly clients as set forth in 2. Statement of Work above.

4. Consideration. Total consideration available for PCAP services is based on performance and is identified on Exhibit B, Awards & Revenues.

a. Reaching the 85% goal:

Number of Clients At 85% and Above	Set Rate Per Month if Utilization 85% and Above
26	$13,59[illegible]

b. Failing to reach the 85% goal:

Number of Clients Below 85%	Rate Per Client if Utilization is Below 85% or Less
[illegible]5	$453

c. Unless otherwise specified in this Contract, DSHS shall not pay any claims for payment for services submitted more than 90 days after the calendar month in which the services were performed.

5. Billing and Payment.

a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the **DSHS Contact Person stated on page one (1)** of this contract by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 5, Consideration, of this Contract.

b. The Contractor shall bill monthly for services under this contract: The invoice shall list:

(1) Month of service; and

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(2) Number of clients served during the billing month; and

(3) If serving less than 85% of contracted slots per month, the invoice shall reflect and DSHS shall pay $453 per client, per month as identified in 4. Consideration above; or

(4) If serving 85% clients or more per month, the invoice shall reflect and DSHS shall pay the monthly set rate as identified in the 4. Consideration above.

c. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DSHS Contact Person of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

6. **Background Checks**. Revised Code of Washington (RCW) 43.43 and Washington Administrative Code (WAC) 388-805-200(2) require criminal background checks (CBCs) when employing staff members, including volunteers and subcontractors, who have unsupervised access to child, adolescent, vulnerable adults, and persons who have developmental disabilities. All Contractor's staff members and subcontractors, such as treatment staff members, prevention staff members, case managers, outreach staff members, etc.; or volunteers who have unsupervised access to children, adolescents, or vulnerable adults are required to have a background check.

7. **Reporting.** When a participant in Parent Child Assistance Program (PCAP) also participates in the WorkFirst program, the Contractor shall:

a. Coordinate the PCAP and services at the local level with the Community Service Offices and WorkFirst Case Manager.

b. When a verification form is provided by WorkFirst program Specialist or Social Worker, the Contractor will return a completed WorkFirst participation Verification Form, DSHS 04-432, or its successor, on the 5th (5th) of every month to the WorkFirst Program Specialist or Social Worker indicating that a TANF participant received services from the Contractor.

8. **Data Security Requirements – See Exhibit A**

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Exhibit G

PROGRAM STANDARDS AND GUIDELINES
THERAPEUTIC CHILDCARE/DEVELOPMENT DAYCARE
KING COUNTY

In consideration of maximum funds awarded for Therapeutic Childcare/Development Daycare, as identified on Exhibit B, Awards & Revenues, the county shall ensure childcare is provided that includes ongoing assessment, therapeutic and behavioral interventions and parenting skills training as described below:

The County shall ensure the delivery of services for the protection, care and treatment of children of chemically dependent parents currently participating in substance abuse treatment. Services shall include the following elements:

1. A developmental assessment using recognized, standardized instruments;
2. Play therapy;
3. Behavior modification;
4. Individual counseling;
5. Self-esteem building;
6. Family intervention to modify parenting behavior and the child's environment to eliminate/prevent the child's dysfunctional behavior.

The County shall ensure the Contractor provides therapeutic childcare services for a minimum of four hours per day per child, including staff training time, five days per week. The Contractor shall maintain a ratio of one staff person for every three children under 25 months, and one staff person for every five children over 24 months.

Families referred from Child Protective Services shall not be admitted under this program for payment.

Priority for placement shall be the children (or) of pregnant and postpartum women (up to one year post delivery). Infants shall be considered priority admissions. Services shall be provided for children from one month through five years of age. A child may continue to be eligible for funding under this program for one month following the month in which the child becomes six years of age.

The Contractor shall accept referrals from the county contracted drug/alcohol treatment center where the parent is enrolled. Children may participate in the program for a maximum of 15 months. The contract manager may grant extensions to this time on a case-by-case basis. The child may continue to attend therapeutic childcare for one month in the event the parent prematurely leaves treatment or is terminated by the treatment program.

CHILD CARE STANDARDS: The Contractor shall maintain a current state of Washington Child Care Center License for the site at which this program is operated. The program site shall be maintained in a safe, sanitary, attractive manner.

ASSESSMENTS: The Contractor shall:

Provide or arrange for an initial health assessment for each child within six weeks of admission or as recommended by the well baby schedule. Document the dates and results of the

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assessment in the child's record. Assessments completed within a month prior to the child's admission do not need to be repeated.

Results of the previous assessment must be obtained and placed in the child's record. Health assessments shall be completed by a licensed practitioner of the healing arts. The health care provided shall submit a statement of medical necessity to participate in this program.

Health assessments shall include:

- Medical history; assessment of physical growth and nutrition status; inspection for obvious disabilities; inspection of eyes, ears, nose, throat; visual screening; auditory screening; screening for cardiac abnormalities; screening for anemia; urine screening; assessments of immunization status and updating immunizations; referral to a dentist for children three years old and up;
- Provide or arrange for a standardized developmental assessment for each child within six weeks of admission that includes gross motor, fine motor, social, self-help, and communication/language skills. The assessment shall be administered by an individual trained in the method and use of the instrument;
- Observe parent/child, staff/child/ and peer interaction and record it. An initial observation shall be completed in the child's home. The observations shall include both positive and negative interactions and be used for developmental goal setting for the child and parent;
- Assess each child's physical and emotional status daily using a checklist. Any suspicions of child abuse or neglect shall be documented and reported to DSHS Child Protective Services. The chemical dependency treatment program shall be informed of the referral;
- Complete quarterly reviews and six month reassessments for each child; and
- Consult with the chemical dependency treatment program regarding their goals and objectives for the child and parent within their treatment. Document this in the flow notes of the case.

THERAPEUTIC PLANS: Based on information obtained through initial assessments and observations the Contractor shall:

- Establish goals and objectives for the child's individual development plan while in the childcare program. Document same and develop a time schedule to assess achievement. Share this information with the parent at a scheduled appointment, both verbally and in writing;
- Assist the parent in goal setting for their child's behavior/development while in the program. Document these goals in the case record. Include parent in quarterly case review meetings;
- Assist the parent in goal setting for their interaction with their child(ren). Document these goals in the case record. Document and develop a methodology to assist the parent in assessing the achievement of these goals.

PARENTING EDUCATION The Contractor shall:

- Develop and document an initial individualized parenting education plan within fourteen days of admission. The plan shall be developed in conjunction with the parent and the

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treatment program and shall include goal setting and assessment for the child's and parent's behavior;

- Develop the plan based on the following options: child care laboratory, formal classroom instruction, group discussion, and formalized staff interaction;
- Implement the plan at an appropriate time.

HEALTH MAINTENANCE: The Contractor shall:

- Follow up on any items noted in the initial health assessment that can be accomplished while the child is in treatment;
- Provide onsite health care consultations with a professional health care provided a minimum of once per month. The consultations shall deal with individual children's health care needs and ongoing health practices at the center;
- Monitor and document health issues and refer the child for any needed medical attention.

TREATMENT PROGRAM INTERACTION: The Contractor shall:

- Develop plans to establish working relationships with referring chemical dependency treatment programs. At a minimum, the relationship shall include joint staffing and case reviews;
- Include a description of the service expertise in the area that the Contractor can offer a treatment agency.

CHILD'S RECORD: The program shall maintain records on the child(ren) in care. These records shall include, at a minimum, the following:

- Written intake assessment;
- Medical history, including immunization status;
- Initial medical assessments and statement of medical necessity;
- Developmental assessments;
- Individual child development;
- Observations of any significant parent/child interactions;
- Evaluation of success of the child development plan;
- Parent Education Plan that includes goals and objectives of parent for child and for parent/child relationship;
- Quarterly case review and six month assessment notes;
- Goals and objectives of chemical dependency treatment program;
- Goals and objectives of Child Protective Services (if involved);
- Authorizations for release of information;
- Outcome of parent conferences/interventions;
- Permission for medical treatment; and
- Exit summary.

The records shall be kept in a place accessible in an emergency.

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REPORTING REQUIREMENTS:

- The County shall ensure the Contractor participates fully in information systems as specified by DASA.
- The County shall prepare and submit to the department fiscal and expenditure reports as the department may require for determining rates of payment and accounting.
- The County shall submit a biennial quarterly report to the Contract Manager detailing the number of children admitted and discharged, the total number of hours of service provided, the unduplicated count of the number of children served. Address significant changes in funding level of staffing and any requests for technical assistance.
- The Contractor shall notify the chemical dependency treatment provider of the child's parent on a weekly basis of any missed appointments or requests to reschedule appointments, including the child's absence from scheduled service days. If the Contractor has any safety concerns related to missed appointments, the Contractor shall immediately notify the child's assigned DCFS social worker by telephone, and shall follow up with written notification by fax to the DCFS social worker within [illegible] hours.

EXIT REVIEW: The Contractor shall:

Submit a written summary to the chemical dependency treatment program, CPS social worker, and parent within three weeks of the child's exit from the program. The exit summary shall include, but not be limited to, the following:

- The reason for the child's exit from the program;
- The child's developmental, health/medical, emotional and behavioral progress and status;
- A statement regarding the contractor's impression of the child's progress;
- Recommendations for continuing plans and referrals needed for the child.

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Exhibit H

PROGRAM STANDARD AND GUIDELINES
YOUTH GROUP CARE ENHANCEMENT

1. Consideration

In consideration for the Youth Group Care Enhancement services provided under this Agreement, the Department of Social and Health Services (DSHS) shall pay the County as identified on Exhibit B, Awards & Revenues

2. Statement of Purpose:

The purpose of the Group Care Enhancement Counselor is to develop and provide chemical dependency/substance abuse services to the host agency and to successfully integrate these services within the host sites overall program model and agency organization. The goals of the program are to deliver chemical dependency treatment and prevention services in the overall treatment culture of each host site facility.

3. The Contractor shall:

a. Outstation a full-time equivalent staff person (1.0 FTE) Chemical Dependency Professional (CDP) to provide Group Care Enhancement services at the host site(s) as follows:

(1) A full-time equivalent staff person (1.0 FTE) shall provide a minimum of 100 hours per month of direct services or consultation to youth or group home staff during this contract period.

(2) Hours will be prorated when the contract is for less than (1.0 FTE). If the Contractor provides less than [illegible] percent of a quarterly allocation of this contract in any quarter, the funding may be re-negotiated to ensure full utilization.

b. Establish a Memorandum of Agreement with the host site that shall include the requirement for an annual report and quarterly reports. The annual report shall be to submitted to the Division of Behavioral Health and Recovery (DBHR) Contract Manager no later than July 31st of each year, and the Quarterly report shall be submitted according to the schedule set forth in section (4)(k) of this Statement Work . The annual report shall include:

(a) The name of the host site submitting the annual report;

(b) The name and title of the person completing the report;

(c) The date the report is submitted;

(d) The name of the Contractor;

(e) Summary of activities accomplished by the Contractor as outlined in the Statement of Work;

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(f) Problems encountered by the host site and the resolutions attempted or accomplished; and

(g) Requests for information, clarification or technical assistance from DBHR.

4. Scope of Services:

The Contractor shall ensure that the CDP provides the following mixed treatment services based on the needs of the host facility:

a. Individual Treatment

Individual treatment is defined as a planned therapeutic or counseling activity specific to chemical dependency provided to an eligible patient by a chemical dependency professional. Individual treatment of more than 45 minutes is considered a full visit, and 15 to 45 minutes is a brief visit. Each patient enrolled in the individual treatment shall be seen once every 20 hours of treatment services.

b. Group Treatment

Group treatment is defined as a planned therapeutic or counseling activity specific to chemical dependency provided to a group of three or more addiction-related patients and less than twelve (12) patients. The Contractor shall abide by the following requirements when conducting a group session:

(1) A group session shall be conducted by one or more therapists, one of which must be a Group Enhancement Chemical Dependency Professional.

(2) Two staff members are required when there are more than eight (8) patients.

(3) Family members of patients may attend a group treatment session.

(4) The group treatment session may last 50 minutes or more.

(5) The Contractor shall provide group treatment services two (2) times a week at the site.

(6) Individual services may be substituted when group sessions are not possible.

c. Conjoint Treatment

Conjoint treatment is defined as a planned therapeutic or counseling activity specific to chemical dependency provided to a patient and one or more of his or her family by one or more therapist. Conjoint treatment session may last 50 minutes or more as a full visit or 15 to 45 minutes as a brief visit.

d. Assessments/Screens

Initial chemical dependency screening shall be carried out on current patients and all new placements to determine the need for additional chemical dependency treatment services. Based on the results of the patient chemical dependency screens, individual patient assessments shall be completed and maintained on

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current patients and all new placements identified as needing a full chemical dependency assessment. Intake assessments must meet requirements for chemical dependency assessment per WAC 388-805-320.

5. Other Services:

The Contractor shall:

a. Develop and implement an on-going staff development plan for all direct service facility staff specific to chemical dependency. This plan is to be updated on an annual basis. The Contractor must maintain documentation of progress toward accomplishment of the staff development plan.

b. In conjunction with host site staff, develop and carry out on-going group sessions for patients in residence.

c. Provide liaison, information and referral, and collaboration with community substance abuse and chemical dependency agencies and resources. Provide a minimum of two staff training or education programs per biennium.

d. Provide consultation and technical assistance to staff in areas related to substance abuse and chemical dependency.

e. Cooperate with case workers and clinicians in individual and/or family counseling needs as resource staff.

f. Collaborate with the host site staff in providing information needed to complete progress reporting on patients to the placing agencies. Participate in regular staffing with host facility staff.

g. Collaborate with host site staff in treatment, transition, and discharge planning for program patients. Provide a written chemical dependency continuing care plan for all patients receiving services prior to discharge.

h. Cooperate in research, data collection, and outcome measurement studies with DSHS.

i. Submit monthly documentation in the form of TARGET reports with the Invoice Voucher billing showing the following:

(1) The number of chemical dependency assessments;

(2) The number of individual sessions;

(3) The number of group sessions; and

(4) The hours of non-treatment support activities.

j. Complete quarterly progress evaluations to include the following:

(1) The agency submitting the evaluation;

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(2) The name and title of the person completing the Evaluation Report;

(3) The date the evaluation is submitted;

(4) The name of Host Site;

(5) Summary of activities accomplished by the Contractor as outlined in the Statement of Work;

(6) Problems encountered by the Contractor and the resolutions attempted or accomplished;

(7) Description of specific goals, efforts or changes for program planning and operations during the next three months;

(8) Description of creative and innovative efforts being made by the program to enhance services provided to the youth in the program; and

(9) Requests for information, clarification, or technical assistance from DBHR.

k. Deadlines for submitting quarterly evaluations to the DBHR Contract Manger are as follows:

(1) First quarter: January-March – due April 15

(2) Second quarter: April-June – due July 15

(3) Third quarter: July-September – due October 15

(4) Fourth quarter: October-December – due January 15

l. Ensure that group care enhancement counselors attend all group care enhancement-coordinating meetings.

6. Interagency Protocol

The Contractor shall maintain a written interagency protocol with the host agencies cooperating with the direct service requirements of this contract. The protocol shall cover the following areas of administration and coordination:

a. The Contractor shall collaborate with the host agency on the selection and/or hiring of chemical dependency staff who shall work at the residential care agency.

b. Day-to-day supervision of the staff shall be provided by the host agency.

c. The Contractor shall provide supervision specific to chemical dependency expertise.

d. The host agency shall review agency policies and patient expectations for consistency with the concept of a "Drug-Free Workplace."

e. Disputes resolution: On discovery of a dispute between the Contractor and the Host Agency, both parties shall make reasonable efforts to informally resolve such

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dispute. If informal resolution cannot be achieved the DBHR Contract Manager or designee may be called upon to resolve disputes.

f. Clinical staff shall be physically located at the host agency on a (1.0 FTE) basis. The Contractor shall coordinate with the host agency(s) on the use of employee leave and release to ensure continuous staffing of the host agency

g. Clinical staff provided under this protocol shall be certified Chemical Dependency Professionals (CDP). Prior to placing a CDP trainee, the Contractor shall consult with, and gain approval from, the DBHR Contract Manager or designee.

h. Stipulate that staff available under this contract shall not be used by the residential facility to meet the staffing requirements of other contracts.

i. List services provided at the time of the Agreement.

j. List program development goals for the upcoming year.

k. Day-to-day supervision of the staff will be provided by the residential care agency.

l. The Contractor shall provide supervision specific to chemical dependency expertise.

m. The host agency will review their agency policies and patient expectations for consistency with the concept of a "Drug-Free Workplace."

n. Disputes between the Contractor and the host agency(s) shall be resolved between the two agencies. As necessary, the DBHR Contract Manager or designee may be called upon to resolve disputes.

o. Clinical staff will be physically located at the host agency on a 1.0 full-time equivalent basis. The Contractor shall coordinate with the host agency(s) on the use of leave and release time necessary to maintain the qualified status of employees.

p. Clinical staff provided under this protocol shall be certified Chemical Dependency Professionals. Prior to placing CDP trainee, the Contractor must consult with, and gain approval from, the DBHR Contract Manager or designee.

q. Stipulate that staff available under this Contract shall not be used by the host agency to meet the staffing requirements of other contracts.

r. List services provided at the time of the Agreement.

s. List program development goals for the upcoming year.

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Exhibit I

VETCORP

The Contractor shall provide services through its VetCorp Project grant with CADCA, beginning January 1, 2014. DSHS assistance with the grant match will be found on Exhibit B, Awards & Revenues.

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AWARD AND REVENUES
2013-2015 Biennium

COUNTY Pacific

PROGRAM AGREEMENT NUMBER 1163-27318

The above named County(ies), is hereby awarded the following amounts for the purposes listed.

REVENUE SOURCE CODE:	TYPE OF SERVICE	AWARD AMOUNTS SFY 14	SFY 15	Biennial Funds	Total 13-15 Biennium
333.99.59	**SAPT Grant-in-Aid**	**$60,514**	**$60,514**		**$121,028**
	SAPT Treatment	*$29,802*	*$29,802*		*$59,604*
	***SAPT Treatment-Resource Development*	*$2,384*	*$5,960*		*$8,344*
	SAPT Prevention	*$30,7[illegible]*	*$30,712*		*$61,424*
334.04.6X	**State Grant-in-Aid**	**[illegible]71,93[illegible]**	**$142,839**		**$314,777**
	State GIA Administration	*[illegible]9*	*[illegible]5,012*		*$34,231*
334.04.6X	**Criminal Justice Treatment Account (Biennial)**			**$119,162**	$119,162
334.04.6X	**Drug Court - State Funds**	***$0***	***$0***		***$0***
	STATE - SPECIAL PROJECTS	**$6,[illegible]**	**$6,563**		**$13,126**
334.04.6X	*TANF Treatment Services*	$6[illegible]63	$6,563		*$13,126*
334.04.6X	*CA Parents in Reunification*	[illegible]$0	$0		*$0*
	FEDERAL GRANTS	**$19,275**	**$0**	**$0**	**$19,275**
333.97.78	***TXIX** -Fed Waiver for DL and ADAT[illegible]s **ONL[illegible]***	$19,275	$0		$19,275
Total Federal Funds		**$79,789**	**$60,514**	**$0**	**$140,303**
Total State Funds		**$178,501**	**$149,402**	**$119,162**	**$447,065**
TOTAL ALL AWARDS		**$258,290**	**$209,916**	**$119,162**	**$587,368**

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Federal CFDA:

SAPT Grant-in-Aid -CFDA 93.959 Substance Abuse and Mental Health Services Administration (SAMHSA)

***Title XIX - CFDA 93.778 - DL and ADATSA is for July-December, 2013 services only**

*****SAPT Treatment-Resource Development is for services starting January, 2014***

Criminal Justice Treatment Account

Criminal Justice Treatment Account (CJTA) funds are awarded to counties on a biennial basis.

No more than 10% of the CJTA and no more than 10% of the Drug Court award may be spent on BARS 566.11 for County Only Administration.

No more than 10% of the CJTA and no more than 10% of the Drug Court award may be spent on BARS 566.11 for Drug Court Administration.

County participation match programs include State Grant-in-Aid, Federal SAPT Grant-in-Aid, and CJTA.

DIVISION OF BEHAVIORAL HEALTH AND RECOVERY SERVICE RATES PLAN
SERVICE RATE PLAN
SFY 2014-2015

566		Medicaid Rates	Low Income	Type of Unit	Medicaid Rates	Negotiated Rate	Type of Unit
11	County Administration						
12	Continuing Education/Training						
13	Direct Service Provider - Agency Admin						
31	Intervention and Referral		$35.00	Service Hour			
32	Alcohol/Drug Information School		$100.00	Students			
33	Opiate Dependency/HIV Services		$50.00	Service Hour			
36	Interim Services		$35.00	Service Hour			
37	Outreach		$35.00	Service Hour			
39	Brief Intervention		$30.00	Service Hour			
41	Crisis Services		$35.00	Client Hour			
42	Acute Detoxification Services	$148.36	$170.61	Per Day			
43	Sobering Services			Service Hour			
44	Involuntary Commitment		$35.00	Service Hour			
45	Sub-Acute Detoxification Services	$108.36	$124.61	Per Day			
53	Outpatient Treatment Adult-Group	$4.82	$12.00	Per 15 Minute	$19.28	$48.00	Per 60 Minute
53	3. Intensive Outpatient Tx Adult-Group	$4.82	$12.00	Per 15 Minute	$19.28	$48.00	Per 60 Minute
54	Outpatient Treatment Adult-Individual	$19.26	$22.14	Per 15 Minute	$77.04	$88.59	Per 60 Minute
54	4. Intensive Outpatient Tx Adult-Individual	$19.26	$22.14	Per 15 Minute	$77.04	$88.59	Per 60 Minute
55	Outpatient Treatment PPW-Group	$4.82	$12.00	Per 15 Minute	$19.82	$48.00	Per 60 Minute
55	5. Intensive Outpatient Tx PPW-Group	$4.82	$12.00	Per 15 Minute	$19.82	$48.00	Per 60 Minute
56	Outpatient Treatment PPW-Individual	$19.26	$22.14	Per 15 Minute	$77.04	$88.59	Per 60 Minute
56	6. Intensive Outpatient Tx PPW-Individual	$19.26	$22.14	Per 15 Minute	$77.04	$88.59	Per 60 Minute
57	Outpatient Treatment Youth-Group	$6.06	$13.00	Per 15 Minute	$24.24	$52.00	Per 60 Minute
57	7. Intensive Outpatient Tx Youth-Group	$6.06	$13.00	Per 15 Minute	$24.24	$52.00	Per 60 Minute
58	Outpatient Treatment Youth-Individual	$19.26	$22.14	Per 15 Minute	$77.04	$88.59	Per 60 Minute
58	8. Intensive Outpatient Tx Youth-Individual	$19.26	$22.14	Per 15 Minute	[illegible]	$88.59	Per 60 Minute
59	Opiate Substitution Treatment	$12.79	$14.70	Per Day			
61	Therapeutic Childcare Services			Service Hour			
62	Transportation						
64	Case Management - Adult	$10.12	$11.63	Per 15 Minute	[illegible]	$46.55	Per 60 Minute
65	Case Management - PPW	$10.12	$11.63	Per 15 Minute	[illegible]	$46.55	Per 60 Minute
66	Case Management - Youth	$10.12	$11.63	Per 15 Minute	[illegible]	$46.55	Per 60 Minute
67	Childcare Services			Service Hour			
69	PPW Housing Support Services						
72	Assessment - Adult	$115.17	$132.54	Per Assessment			
73	Assessment - PPW	$115.17	$132.54	Per [illegible]			
74	Assessment - Youth	$115.17	$132.54	Per [illegible]			
75	Assessment - DUI	$115.17	$132.54	Per [illegible]			
76	Brief Therapy						
77	Screening Tests and Urinary Analysis	$8.74	$10.05	[illegible] Screen			
78	Expanded Assessment	$177.69	$204.34	[illegible]			
79	TB Skin Tests	$4.84	$5.56	Per [illegible]			
81	Intensive Inpatient Residential						
	1. Adult	[illegible]	[illegible]	Bed [illegible]			
	2. Youth	[illegible]	[illegible]	Bed [illegible]			
82	Long-term Residential						
	1. Adult	[illegible]	$53.52	Bed Day			
	2. Youth	NA	NA	Bed Day			
83	Recovery House	[illegible]	[illegible]	[illegible] Day			
99	Miscellaneous						

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Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: 12/18/2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCO[illegible]	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ [illegible]	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosecu[illegible]	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ [illegible]	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ She[illegible]	☐ Other

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AGE[illegible]A ITEM REQUEST

Please fill out in full or the request may be ret[illegible] or more [illegible]rmation. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners Of[illegible]e	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, C[illegible] of the Boa[illegible]	PHONE / EXT:
SIGNATURE:	DATE:

NARRATIVE OF REQUEST

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve the appointment of Sherry McDonald to the vacant position on the Human Services Advisory Council, effective immediately

Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: 12/18/2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCO	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ [illegible]	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosec[illegible]	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ [illegible]	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ She[illegible]	☐ Other

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AGE[illegible]A ITEM REQUEST

Please fill out in full or the request may be ret[illegible] [illegible]r more [illegible]rmation. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners Of[illegible]e	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, C[illegible]k of the Boa[illegible]	PHONE / EXT:
SIGNATURE: MG	DATE: 12/9/2013

NARRATIVE OF REQUEST

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve the appointment of Val Rowe to the Fair Board, effective immediately

S

Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: 12/18/2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCO	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosecu	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ She	☐ Other

draft

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable): Boards/Commissions
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 12/9/2013

NARRATIVE OF REQUEST

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve the appointment of Greg Rogers to vacant "property owner at large position" on the Oysterville Design Review Board effective immediatley

Pacific County

Boards & Commissions Appointments

Application Form

(Please attach resume if available)

RECEIVED
PACIFIC COUNTY

SEP 2 3 2013

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

1. Boards/Commissions for which you wish to be considered:
OYSTERVILLE DESIGN REVIEW BOARD.

2. Name: GREG ROGERS

3. Phone: 360-665-0808

4. Business Address:
3012 OYSTERVILLE RD.
OYSTERVILLE, WA
98641.

5. Home Address:
3010 OYSTERVILLE RD
OYSTERVILLE WA
98641.

6. Education: (High School, Name/Location of College/Univ., Year Graduated/Degree)
WOODWAY HIGH SCHOOL EDMONDS WA. 1979
WESTERN WASHINGTON UNIVERSITY, 1984.

7. Licenses Held: _____
(If applicable to specific Board/Commission)

8. Current Employment (Job Title, Employer, Employment Date, Contact, Phone):
- OWNER OF OYSTERVILLE STORE. 360.665.0808.
- INDEPENDANT CONTRACTOR OF FURNITURE DESIGN TO ARCHITECTS / DESIGNERS SINCE MARCH 2012.

9. Previous Employment/Experience:
SEE RESUME ATTACHED.

10. Memberships in Professional/Civic Organizations (Include offices held/dates of terms):

Applicant's Signature

Date: 20 SEPT. 2013.

Please mail completed Application to:
Pacific County Commissioners
P O Box 187, South Bend, WA 98586
875-9337/642-9337 FAX 875-9335

For Departmental Use Only

_____ Appointed to _____, body on _____(date)
_____ Not appointed _____ (date)

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S

Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: 11/26/13

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: 38

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☑ DEFERRED TO: 12/18/2013

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCOM	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ [illegible]	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosecu[illegible]	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ [illegible]	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ She[illegible]	☐ Other

draft

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: Marie Guernsey	DATE: 11/15/2013

NARRATIVE OF REQUEST

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Adopt Resolution 2013-072 reclassifying the position of Chief Deputy/Investment Officer in the Treasurer's Office to Chief Treasury/Investment Officer effective January 1, 2014

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2013-072

A RESOLUTION MODIFYING THE PERSONNEL POLICY, RULES AND REGULATIONS

WHEREAS, various provisions in Chapters 36.16 and 36.17, RCW, and RCW's 36.32.390 and 36.32.400 authorize this Board to set the salaries and to provide appropriate benefit plans and payments for the officers and employees of the County of Pacific; and

WHEREAS, this Board has adopted and implemented a policy for administration of personnel rules and regulations to provide equality of employment for all employees of the County of Pacific that needs to be regularly reviewed and periodically modified; and

WHEREAS, a review of the job classification schedule for management positions and their respective compensation levels in relation to other like positions within Pacific County, and as compared to positions in counties of similar size and geographic location, has indicated that the position of Chief Deputy/Investment Officer in the Treasurer's Office is in need of salary adjustment to retain internal and external equity; and

WHEREAS, the position of Chief Deputy/Investment Officer in the Treasurer's Office is in need of reclassification to Chief Treasury/Investment Officer; and

WHEREAS, adjustments to the wage compensation schedule for management positions require resolution of the Board of Pacific County Commissioners; now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE LEGISLATIVE AUTHORITY OF AND FOR THE COUNTY OF PACIFIC, STATE OF WASHINGTON, that the position description and compensation grade shall be hereby approved and classified this date:

Chief Treasury/Investment Officer Grade 16

BE IT FUTHER RESOLVED that the non-represented Salary Grade 16 Chief Treasury/Investment Officer (Treasurer's Office) position description is hereby approved and classified effective January 1, 2014; and

BE IT STILL FURTHER RESOLVED that Section 7.1 of the Personnel Policy, Rules and Regulations for the County of Pacific shall be revised by replacing the Management Wage Schedule (Exhibit A) and Section 7.2 Job Classification Schedule (Exhibit B) which is made a part hereof by this reference; and

BE IT STILL FURTHER RESOLVED that this resolution is deemed to have become effective the 1st day of January, 2014, and replaces the relevant section of resolutions which conflict herewith.

PASSED by the Board of Pacific County Commissioners the 18th day of December 2013, meeting in regular session at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage.

_____ YEA; _____ NAY; _____ ABSTAIN; and _____ ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

_____
Lisa Ayers, Chair

_____
Steve Rogers, Commissioner

_____
Frank Wolfe, Commissioner

ATTEST:

_____
Marie Guernsey, Clerk of the Board

draft

POSITION:	**Chief Treasury/Investment Officer**
OFFICE/DEPARTMENT:	**County Treasurer**
REPORTS TO:	**County Treasurer**
UNION STATUS:	**Non Represented**
SALARY GRADE:	**NU-16**
DATE LAST REVISED:	**12/18/2013**

1.0 PRIMARY FUNCTION AND PURPOSE

Within the Pacific County Treasurer's office this position is responsible for supervising, directing, communicating, providing quality assurance, managing, investing and overseeing the fiscal obligations of the County Treasurer of Pacific County and all of the counties special purpose districts.

2.0 ORGANIZATIONAL RELATIONSHIPS

This position works directly for the County Treasurer and with other elected county officials, offices and departments as well as fiscal managers in the special purpose districts, financial institutions, State departments and local agencies to coordinate fiscal activities. Provide a highly responsible level of administrative, accounting, research, investment, communication and analysis support.

2.1 **<u>Supervision received</u>:** Reports to the County Treasurer.

2.2 **<u>Supervision exercised</u>:** Provides direct supervision over Treasurer's Office staff to ensure a high level of professionalism while ensuring accurate and efficient financial reporting.

3.0 ESSENTIAL AND REQUISITE DUTIES AND RESPONSIBILITIES *(NOTE: The information contained herein is a representative sample of the essential and other functions to be performed. Specific functions are identified for position recruitment and/or other administrative procedures.)*

<u>Essential Functions:</u>

- Manages the accounting, cash management, warrant, debt management, investment, public deposit protection, treasury and tax management systems within the Treasurer's Office.
- Continuously analyzes fiscal data keeping Treasurer, Finance Committee and other government agencies apprised of the fiscal condition and status in relationship to their interests. Maintains ledgers, reports and other financial documentation and examines, verifies and reconciles financial data to assure accuracy and completeness of information.
- Negotiate, implement and monitor banking service relationships with various financial institutions for county, state and other local government agencies. Administering and supervising the policies and procedures for protection of the revenues for those entities against fraud, theft or any outside threat.

Draft

- Coordinate and administer the debt management of the county and local government agencies. Ensuring the receipt of proceeds, disbursement of proceeds, loan repayment and reporting of debt issues throughout county government as well as other special purpose districts. Help ensure that Pacific County maintains a quality bond rating.
- Administer and invest the revenues of the county and special purpose districts meeting the fiduciary responsibility of the Pacific County Treasurer.
- Evaluates, recommends, utilizes and oversees the installation and maintenance of various automated systems in the performance of the duties of the Pacific County Treasurer's Office. These systems include but are not limited to the property tax collection/distribution system, excise collection/distribution system and financial management system accounting for the revenues and expenditure obligations of the Pacific County Treasurer.
- Manages, evaluates and audits the entry, execution, collection/disbursement of property tax, excise tax revenues along with all special purpose and state agency revenues.
- Forecast, evaluate, monitor, and collection/distribution of state forest revenues to maintain early detection of inconsistencies that could substantially affect local government agencies as well as county revenue.
- Work directly with the Chief Accountant in preparation of the comprehensive annual financial report. Work directly with special purpose districts in preparation of their comprehensive annual financial report in regards to the statutory requirement of services provided to these districts by the Treasurer's Office.
- Provide assistance to the State Auditor in their audit of the county and other local government financial statements.
- Researches legislative and regulatory changes, ensures the Treasurer's Office is in compliance with applicable government laws. Develops and recommends procedural or policy changes in accordance to new legislation and oversees those changes in all Treasurers' office systems.
- Develops, implements and oversees the Treasurer's financial policies and procedures in accordance with generally accepted accounting principles.
- Represent the Treasurer's office at various county and special district meetings. Attend state meetings and conferences as required or needed to stay abreast of issues that could impact the Treasurer's Office.
- Manages performance through evaluation, training and motivation to provide government and public sectors with competent and capable personnel.
- Makes certain the office is adequately staffed on a daily basis and is capable of providing backup to all staff positions during absences.

4.0 EDUCATION AND EXPERIENCE

- Grade 16 requires education and/or experience equivalent to a Bachelor's degree from an accredited college or university with major course work in management, business administration, financial accounting, or related fields.
- Grade 17 requires a Bachelor's degree in Business Administration or a related equivalent field with a minimum of five (5) years' experience in government.
- Requires minimum of six years of increasingly responsible administrative experience in governmental finance, investment analyst, debt management, and two years of management responsibility.

draft

5.0 NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Considerable knowledge of:

- Interpreting and applying government policies, procedures, laws and regulations.
- Interpreting complex financial data and develop analytical and status reports.

Ability to:

- Develop and implement organizational policies, procedures, systems and operations related to a broad range of financial, debt and investment services
- Communicate clearly and concisely, both orally and in writing.
- Supervise, train, motivate and evaluate staff.

Must possess:

- Ability to be bonded.
- Ability to establish and maintain good working relationships with people.
- (Or have the ability to promptly obtain) a Washington driver's license.

6.0 BEHAVIORAL STANDARDS

Positively represents the County, demonstrating honest and ethical behavior. Is respectful and courteous to the public, county leadership and other employees. Demonstrates good work habits.

7.0 WORKING ENVIRONMENT/PHYSICAL REQUIREMENTS

Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential and requisite functions of this position in an office-oriented environment. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this position.

While performing the duties of this position, the employee is occasionally required to walk and frequently required to sit, talk and hear; use hands, finger, handle or operate objects, tools or equipment; and reach with hands and arms. The employee may be required to push, pull, lift and/or carry up to 40 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential and requisite functions of this position in an office environment. The noise level in the work environment is low to moderately noisy.

Standard office equipment

Equipment used in this position includes, but is not limited to, personal computer, printer, typewriter, calculator, photocopier, facsimile machine, and scanner or microfilm and camera.

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8.0 SELECTION PROCESS

The selection process will include review of the formal application and evaluation of education and experience, and may include an oral interview, background and/or reference checks, and completion of other job-related tests.

The duties set forth in this position description are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Draft

Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: 12/18/2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCO	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosecu	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ She	☐ Other

draft

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE: MG	DATE: 12/11/2013

NARRATIVE OF REQUEST

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Adopt Resolution 2013-_____ supporting the WA State Association of Counties Fiscal Sustainability Initiative

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2013-_____

A JOINT RESOLUTION SUPPORTING THE WASHINGTON STATE ASSOCIATION OF COUNTIES (WSAC) FISCAL SUSTAINABILITY INITIATIVE

WHEREAS, county governments across the State of Washington are facing a financial and service delivery crisis; and

WHEREAS, the cost of providing essential public services is outpacing the growth of revenue, leaving counties with few options other than cutting services to the public; and

WHEREAS, under the Constitution and laws for the State of Washington, many state programs are administered and carried out by counties for residents of both incorporated and unincorporated areas including: administering and operating civil and criminal justice systems; running elections; assessing and collecting property taxes to support schools, cities, fire districts and other functions in addition to county operations; developing plans including Growth Management and Shoreline Management plans; delivering public health services as well as programs for the mentally ill, developmentally disabled and addressing the need for low-income housing; and

WHEREAS, counties also provide a primary government services for residents of unincorporated areas including law enforcement, transportation(both roads and transit), land use and zoning, parks, animal control, storm water control; and

WHEREAS, unlike states and cities, counties are financed primarily by two sources of revenue: property taxes and sales and use taxes. However, property tax growth is capped at 1% plus the value of new construction, and sales tax collections have become increasingly challenging with the Growth Management Act allowing cities to annex large tax-paying businesses into their jurisdictions, and

WHEREAS, in addition to revenue limitations, counties are challenged with a host of regulatory requirements that are increasingly complex and expensive, expanding liability costs, and increasing employment costs, regardless of county's ability to pay; and

WHEREAS, WSAC launched its Fiscal Sustainability Initiative in an effort to educate lawmakers about the services counties provide, advance new revenue generation and cost containment options to improve the fiscal health of county governments, and to advance legislation in support of those options.

NOW THEREFORE, BE IT RESOLVED that the Board of Pacific County Commissioners hereby express support for the Washington State Association of Counties Fiscal Sustainability Initiative, and a willingness to work with WSAC and other county officials across the state to advance the initiative.

draft

PASSED by the Board of Pacific County Commissioners meeting in regular session this 18h day of December, 2013 at South Bend, Washington, by the following vote then signed by its membership and attested to by its Clerk in authorization of such passage:

_____YEA; _____NAY; _____ABSTAIN; and _____ABSENT.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

_____
Lisa Ayers, Chair

_____
Steve Rogers, Commissioner

_____
Frank Wolfe, Commissioner

ATTEST:

_____
Clerk of the Board

draft

S

Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: 12/18/2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCO	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ [illegible]r	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosec	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ [illegible]C	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ Sh[illegible]	☐ Other

draft

AG[illegible]DA ITEM REQUEST

Please fill out in full or the request may be retu[illegible] for mo[illegible]formation. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners O[illegible]e — DIVISION (if applicable):

OFFICIAL NAME & TITLE: Marie Guernsey, [illegible]rk of the Boa[illegible] — PHONE / EXT:

SIGNATURE: Marie Guernsey — DATE: 9/12/13

NARRATIVE OF REQUEST

Our amended Public Records Policy has been reviewed by Prosecutor David Burke and County Administrative Officer Kathy Spoor, as well as those directly involved in processing requests. The policy has been updated with reference to RCWs and provides additional information to county staff and requestors.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Adopt Resolution 2013-_____ amending the Pacific County Public Records Policy

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 2013-_____

IN THE MATIER OF AMENDING THE
PACIFIC COUNTYPUBLIC RECORDS POLICY

WHEREAS, RCW 42.56, the Washington State Public Disclosure Act requires that public agencies publish rules in order to provide full public access to public records; and

WHEREAS, legislation was passed in 2005 which directed the State Attorney General to develop and adopt model rules on public records compliance that "will establish a culture of compliance among agencies and a culture of cooperation among requestors by standardizing best practices throughout the state," and

WHEREAS, Chapter 44-14 WAC Public Records Act-Model Rules has been formally adopted and as of July 1, 2006, the Act is known as the "Public Records Act" and has been codified in Chapter 42.56 RCW, and

WHEREAS, Pacific County Public Records Procedures Policy was adopted by Resolution No. 2010-032 on October 12, 2010; and

WHEREAS, there is a need for amendment to the policy to reflect updated procedures pertaining to receiving and processing Public Records Requests; and

WHEREAS, there is a need to update the Exemptions and Prohibition Statutes Not Listed under the Public Disclosure Act in Chapter 42.56 RCW;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Pacific County Commissioners that the "Pacific County Public Records Procedures Policy" is hereby amended and attached (Attachment A) to this resolution, and

THEREFORE, BE IT STILL FURTHER RESOLVED by the Board of Pacific County Commissioners that the "Exemption and Prohibition Statutes" is hereby adopted and attached as "Attachment D" to this resolution. This list will be augmented with the latest version provided by Municipal Research and Services Center of Washington, and

BE IT STILL FURTHER RESOLVED that Resolution No. 2010-032 is hereby rescinded, and the effective date of this resolution shall be the date of passage.

Draft

PASSED by the following vote this _____ day of _____, 2013 by the Board of Pacific County Commissioners, meeting in regular session at South Bend, Washington then signed by its membership and attested to by its Clerk in authorization of such passage.

_____ YEA; _____ NAY; _____ ABSTAIN _____ ABSENT

ATTEST:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

_____
Marie Guernsey
Clerk of the Board

_____
Lisa Ayers, Chair

_____
Steve Rogers, Commissioner

_____
Frank Wolfe, Commissioner

Draft

ATTACHMENT A
to Resolution No. 2013-_____
(rescinding Resolution 2010-032)

PACIFIC COUNTY
PUBLIC RECORDS POLICY

Section 1	Purpose
Section 2	Definitions
Section 3	Interpretation and Construction
Section 4	Public Records Available
Section 5	Exempt Records
Section 6	Responsibility and Authority
Section 7	Public Records Requests-How Made
Section 8	Inspection of Public Records
Section 9	Response to Public Records Requests
Section 10	Copying and Mailing Fees
Section 11	Protection of Public Records
Section 12	Records Scheduled for Destruction
Section 13	Searching Public Records - Back-up and Security Copies
Section 14	Review of Denied Public Records Requests
Section 15	Electronic Information
Section 16	Resolution/Policy Available to Public
Section 17	Disclaimer of Liability
Section 18	Revised Code of Washington 42.56

Draft

Section 1 Purpose

The purpose of the Public Records Act is to provide the public with full access to information concerning the conduct of government, mindful of individuals' privacy rights and the desirability of efficient administration of government. The Public Records Act provides a statutory framework by which to administer access to public records

The purpose of establishing this policy is to provide a method by which County staff will review and respond to requests for public records within the Public Records Act framework.

This policy does not apply to public records of the State of Washington, such as the records of the Administrative Office of the Courts (AOC), the Washington State Patrol (WSP), the Department of Licensing (DOL) and the Department of Corrections (DOC), that may be available to the County's employees by virtue of digital connectivity.

Section 2 Definitions and References

Definitions (RCW 42.56.010)

1) "Agency" includes all state agencies and all local agencies. "State agency" includes every state office, department, division, bureau, board, commission, or other state agency. "Local agency" includes every county, city, town, municipal corporation, quasi-municipal corporation, or special purpose district, or any office, department, division, bureau, board, commission, or agency thereof, or other local public agency.

2) "Person in interest" means the person who is the subject of a record or any representative designated by that person, except that if that person is under a legal disability, "person in interest" means and includes the parent or duly appointed legal representative.

3) "Public record" includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

4) "Writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording any form of communication or representation including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated.

Section 3 Interpretation and Construction

The provisions of this policy shall be construed to promote full access to the County's public records in order to assure continuing public confidence in government: provided, that when making public records available the County shall prevent invasions of privacy, shall protect public records from damage or disorganization, and shall prevent excessive interference with essential government functions. (RCW 42.56.100)

Section 4 Public Records Available

In accordance with RCW 42.56.080 public records shall be available for inspection and copying, and the County shall upon request for identifiable public records, make them promptly available to any person including, if applicable, on a partial or installment basis as records that are part of a larger set of requested records are assembled or made ready for inspection or disclosure. The County shall not deny a request for identifiable public records solely on the basis that the request is overbroad. The County shall not distinguish among persons requesting records, and such persons shall not be required to provide information as to the purpose for the request except to establish whether inspection and copying would violate RCW 42.56.070(9) [or to determine whether another statute] exempts or prohibits disclosure of specific information or records. The County facilities shall be made available to any person for the copying of public records except when and to the extent that this would unreasonably disrupt the operations of the County. The County shall honor requests received by mail for identifiable public records unless exempted by Chapter RCW 42.56 or another law.

Draft

Section 5 Exempt Records

The Public Records Act provides that a number of types of documents are exempt from public inspection and copying. In addition, documents are exempt from disclosure if any other statute exempts or prohibits disclosure. Requestors should take note that there are many exemptions outside of the Public Records Act that may restrict the availability for inspection or release of some documents. Many such exemptions are listed in Attachment D of this policy. This list is for informational purposes only and failure to list an exemption shall not affect the efficacy of any exemption. This list shall be augmented with the latest version provided by Municipal Research and Services Center of Washington.

The County is prohibited by statute from disclosing lists of individuals for commercial purposes. (RCW 42.56.070(9)).

Section 6 Responsibility and Authority

Public Records Officers

A. Public Records Officers shall serve as the point of contact for members of the public who request disclosure of public records. Each Public Records Officer shall be responsible for implementation of and compliance with this policy and the Public Records Act. Public Records Officers will provide assistance to requestors, reasonably ensure that public records are protected from damage or disorganization, and prevent fulfilling public records requests from causing excessive interference with essential function of Pacific County. Public Records Officers may delegate the responsibility of processing requests to other staff.

B. The Clerk of the Board of County Commissioners is the Public Records Officer for the Board of County Commissioners, Department of Public Works, Department of Community Development, Department of Public Health and Human Services, Department of General Administration, Pacific County Fair, WSU Cooperative Extension, and Vegetation Management. This also includes all boards and commissions appointed by and reporting to the Board of County Commissioners and all funds administered by the Board of County Commissioners.

C. Unless otherwise designated by elected official, each elected official is the Public Records Officer for the offices of the Sheriff, Assessor, Auditor, Treasurer, Prosecutor, and the Clerk of Superior Court

D. The Public Records Officer for the superior court judges shall be the superior court administrator.

E. The Public Records Officer for the district court judges shall be the district court administrator.

County Staff

County staff will provide assistance to requestors, reasonably ensure that public records are protected from damage or disorganization, and prevent fulfilling public records requests from causing excessive interference with essential function of Pacific County. County staff will be responsible for conducting a reasonable search in order to timely and completely fulfill each request.

Draft

Requestors
While requestors are not required to specifically name the Public Records Act, they must give reasonable notice that the request is being made pursuant to the Act. Requestors must request identifiable records or classes of records that the County can reasonably locate. Even though a requestor is not required to specifically state the exact records sought, using inexact phrases such as "related to" a topic (such as "all records relating to the property tax increase") will require the requestor to delineate what records fairly and directly address the topic. Vague requests will require clarification, and will delay in fulfilling such requests.

Section 7 - Public Records Requests - How Made

A. Public records may be inspected and/or copies may be obtained under the following procedures:
   1) A request for public records shall be directed to the Public Records Officer for the office or department having custody or control of the requested records. If the location of records is unknown, then the request may be made to the Public Records Officer for the Board of Pacific County Commissioners.
   2) Requests for public records can be initiated in person, by mail, e-mail, fax, over the phone, or hand delivered to the respective Public Records Officer for which the request is being made (See Section 6). Requestors are encouraged to use the Records Request Form (Attachment C) included in this policy.
      a. If a public records request is made verbally, county staff will complete the Records Request Form (Attachment C) to memorialize the request.
   3) Requests may also be made online at Pacific County's Public Records Center at http://www.co.pacific.wa.us/Public-Records/index.htm

B. A request for public records should include the following:
   1) The requestor's name, mailing address, and telephone number;
   2) The date of the request;
   3) A clear indication that the document is a "Public Records Request;"
   4) Whether the request is to inspect the public records or for copies of public records if known, or both;
   5) A clear description of the public records requested for inspection and/or copying and the office or department having custody of the public records if known; and
   6) If the request is for a list of individuals, the requestor shall declare, under penalty of perjury pursuant to the laws of the State of Washington (RCW 42.56.070(9)), that the list will not be used for commercial purposes. The requestor is also required to acknowledge that they are solely responsible for any consequences or damages arising from any commercial use of the list of individuals they are requesting.

C. If an elected official or department maintains indexed records specifically for public inspection and copying, the Public Records Officer may permit inspection and copying in response to an oral request. However, the Public Records Officer may require a written request if the request is for, or the response may include, any of the following:
   1) A list of individuals;
   2) Categorical requests not identifying a specific public record;
   3) Subjects of current, threatened or potential litigation;
   4) More than 50 pages of documents;
   5) Reproduction of oversized documents such as maps, surveys, large format photographs or color reproduction; or
   6) Public records or information exempt from disclosure.

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D. The County shall develop and maintain forms to facilitate public record requests. (Attachment C)

E. Requests for inspection or copying of public records maintained by an agency of the State of Washington or another government agency must be made to such agency and will be subject to that agency's rules and regulations, including required forms and fees.

Section 8 Inspection of Public Records

Public records shall be inspected at the offices of the elected official or department having custody or control of the records. Public records shall be available for inspection during customary office hours (RCW 42.56.100).

Public Records Officers may request that the person seeking to inspect public records schedule an appointment for inspection.

Section 9 Response to Public Records Requests

A. Public Records Officers shall, to the extent practicable, assist requestors in identifying the public records sought.

B. Within five business days (day one is the first working day after the request is received) of receiving a public record request the Public Records Officer must respond by either (1) providing the record; (2) providing an internet address and link on the County's web site to the specific records requested, except that if the requestor notifies the County that he or she cannot access the records through the internet, then the County must provide copies of the record or allow the requestor to view copies using an County computer; (3) acknowledge that the County has received the request and provide a reasonable estimate of the time the County will require to respond to the request; or (4) deny the public record request. (RCW 42.56.520)

C. In order to provide a reasonable estimate of time to fulfill the request, requests will be categorized as indicated in Attachment B to this policy. The response letter shall include language that states "We anticipate it may take up to _____ business days to fulfill this request".

D. In acknowledging receipt of a public records request that is unclear, the County may ask the requestor to clarify the information they are seeking. If the requestor fails to clarify the request within thirty (30) days, the County is not obligated to respond to it and may close the file.

E. If the Public Records Officer does not respond in writing within five working days after receipt of a request for public records, the requestor shall be entitled to request review by either the Public Record Officer's elected official or department head or by the Prosecuting Attorney.

F. If the Public Records Officer provides an estimate of the time required to respond to the request and the requestor believes the amount of time stated is not reasonable, then the requestor may request that the Public Record Officer's elected official or department head or the Prosecuting Attorney review the estimate of time.

Draft

G. If requested records contain information that affect the rights of others, would clearly not be in the public interest and would substantially and irreparably damage any person, (including current or past Pacific County employees) and/or may be exempt from disclosure, Public Records Officers or designee may, prior to providing the records, give notice to those persons (RCW 42.56.540) and allow time for action by the affected parties (RCW 42.56.520). If a Superior Court order preventing disclosure is sought, the records request shall be placed on hold until the Superior Court decides the matter.

H. Any person who objects to the initial denial or partial denial of a records request may petition in writing (including e-mail) within three business days to the public records officer for a review of that decision. The petition shall include a copy of or reasonably identify the written statement by the public records officer or designee denying the request.

The public records officer shall promptly provide the petition and any other relevant information to the County Prosecuting Attorney. The Prosecuting Attorney will immediately consider the petition and either affirm or reverse the denial within two business days following the County's receipt of the petition, or within such other time as the County and the requestor mutually agree to.

Any person may obtain court review of denials of public records requests pursuant to RCW 42.17.340/42.56.550 at the conclusion of two business days after the initial denial regardless of any internal administrative appeal.

I. When a request for public records is received that concerns a subject known to involve litigation that is pending, threatened or anticipated the Public Records Officer shall promptly notify the County Prosecuting Attorney of the request.

Section 10 Copying and Delivery Fees

A. Disallowed Charges
   1) No fee will be charged for the inspection of a public record.
   2) No fee will be charged for locating public records in response to a request and making the records available for inspection and copying.
   3) No fee will be charged for searching for public records, redacting portions of a record which are exempt from disclosure, or preparing an index of exempt documents.

B. Allowed Charges
   1) A reasonable fee will be charged to reimburse the County for the costs of providing copies. The fee for copying may be waived for fewer than 50 pages on the basis that the expense of processing the payment exceeds the costs of providing the copies.
   2) A reasonable fee shall be charged to reimburse the County for the cost of delivering copies of public records to a requestor, including the cost of packaging the copies for delivery and the actual cost of postage or delivery.
   3) Any request for which the response will be more than 50 pages of documents, oversized documents, color photographs or reproductions, recordings and computer disks may be sent to a private copying service for copying, in which case the copying fee shall be the actual charge imposed for copying, applicable taxes and shipping costs and shall include staff time (including benefits) for travel and mileage at the current rate set by WA State Office of Financial Management.

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The fee for searching records, research, and/or providing a copy of a public record may be set by statute, e.g. court papers (RCW 3.62.060) , duplication of electronic tapes of a court proceeding (RCW 3.62.060); traffic accident reports (RCW 46.52.085); and criminal history information (RCW 10.97.100).

Unless a fee is fixed by another federal, state or county ordinance/resolution, the following fee schedule is applicable:

8.5" x 14" page or less	$0.15 per page
CD's w/ protective case	$1.00 plus the actual cost of staff time necessary for loading records onto a CD (Staff time includes the hourly rate plus benefits)
Fax (8.5" x 11" only)	Actual cost
Postage	Actual cost
Boxes	Actual cost
Envelopes	Actual cost
Copying Service	Actual cost
Creation of Electronic records	Actual cost of staff time necessary for preparing documents for scanning, scanning and uploading electronic records into an e-mail (Staff time includes hourly rate plus benefits)

C. The Public Records Officer may require a deposit of up to 10% before copying requested public records. (RCW 42.56.120)

D. If records are provided on an installment basis, the Public Records Officer may charge and collect all applicable copying fees (not limited to the ten percent deposit) for each installment. (RCW 42.17.300/42.56.120) The Public Records Officer may also require that copying and delivery fees be paid in full prior to release of the final installment of records.

E. If an installment of a records request is not claimed or reviewed, the County is not obligated to fulfill the balance of the request. (RCW 42.56.120) However, the County will provide thirty days from the date of mailing for the Requestor to claim or review the records. If the request is not claimed or reviewed within the given time frame, the County may close the file.

Section 11 Protection of Public Records

Each Public Records Officer shall, to the extent practical, insure that records requested are not misplaced or misfiled by members of the public during inspections and not removed from a County office/department. Original public records shall not be released to the public for any purpose.

Section 12 Requested Records-Scheduled for Destruction

If a public record request is made at a time when a record exists, but the record is scheduled for destruction in the near future, Public Records Officers shall direct that the record be retained until the request is resolved.

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Section 13 Searching Public Records-Back-up and Security Copies

In order to prevent excessive interference with essential functions of the County, Public Records Officers shall not search backup or security systems for copies of public records when the originals of such records have been identified, located and are available for inspection and/or copying.

Section 14 Review of Denied Public Records Request

A. Any person who objects to the denial of a request for a public record may petition the Prosecuting Attorney for prompt review of such decision by delivering a written request to the Prosecuting Attorney and include all written responses by the Public Records Officer or other County employee denying the request. The Requestor's petition must be received within fifteen (15) days of such denial.

B. The Prosecuting Attorney shall affirm, modify or reverse the denial in writing within five business days following receipt of the written request for review.

C. A requestor's administrative remedies shall not be deemed exhausted until the Prosecuting Attorney has made a written decision or until the close of the fifth business day following the Prosecuting Attorney's receipt of the written request, whichever occurs first.

D. The County shall be deemed to have made a final decision denying a request for public records only after a review conducted under this section has been completed.

Section 15 Electronic Information

A. The County produces and maintains data in electronic records to maximize efficiency in fulfilling its basic public service functions. These electronic records relate to the operation and conduct of County government.

B. Electronic records are public records subject to disclosure under the Public Records Act and this policy, unless exempt from disclosure under state or federal law or the request is for proprietary data which the County has obtained under a licensing agreement that does not permit disclosure to third parties.

C. At the option of the Public Records Officer, electronic records may be printed and provided in paper format. If the electronic record is large and/or not capable of being printed in an understandable format, then the electronic record may be provided in the digital format in which the record is maintained by the County. The County is not obligated to convert an electronic record to a digital format that is different than the format maintained by the County.

D. Fees for providing electronic records in electronic form shall be based on the actual cost of the media used to provide the records and staff time (plus benefits) to prepare the information onto the media.

E. The County has no obligation to create custom electronic products by acquiring data, running custom queries, programming software, testing models, reformatting data, or configuring a product in order to respond to a specific request.

Draft

Section 16 Policy Available to Public

A copy of this policy shall be made available to the public, without cost, at each County office and/or department. Electronic copies shall be made available to the public on the County's website.

Section 17 Disclaimer of Liability

Neither the County nor any officer, employee, official or custodian shall be liable, nor shall a cause of action exist, for any loss or damage based upon a release of Public Records if the person releasing acted in good faith in attempting to comply with this policy. (RCW 42.56.060)

This policy is not intended to expand or restrict the rights of disclosure or privacy as they exist under state and federal law. Despite the use of any mandatory terms such as "shall," nothing in this policy in intended to impose mandatory duties on the County beyond those imposed by state and federal law.

Section 18 Revised Code of Washington 42.56

Chapter 42.56 of the Revised Code of Washington can be found on the Washington State Legislature's web page at http://apps.leg.wa.gov/RCW/default.aspx?cite=42.56

Draft

ATTACHMENT B

PUBLIC RECORDS REQUEST CATEGORICAL SHEET

CATEGORY APPROXIMATE RESPONSE TIME

Category 1 Up to 30 business days

- Routine or readily filled requests for easily identified and immediately accessible records

Category 2 Up to 90 business days/or more if needed

Routine requests that involve:

- Large number of records
- Records not easily identified, located and accessible
- Number of departments/offices involved

Category 3 Up to 120 business days/or more if needed

Requests that are complex and may be especially broad or vague that involve:

- Large number of records
- Records not easily identified, located and accessible
- Research by county staff
- Number of departments/offices involved
- Review by Public Records Officer/alternate whether any of the records are exempt

Category 4 Up to 180 business days/or more if needed

Requests that are complex and may be especially broad or vague which involve:

- Large number of records
- Records not easily identified, located and accessible
- Research by county staff
- Number of departments/offices involved
- Third party notification
- Review by public records officer/alternate whether any of the records are exempt
- Need for legal review

PLEASE NOTE: This category schedule is provided as a guideline for staff estimation of response times. Response times may fall outside of these categorical timelines depending upon the complexity and actual search conditions.

Draft

ATTACHMENT C

PACIFIC COUNTY

1216 W. Robert Bush Drive/P O Box 187 South Bend, WA 98586
(360) 875-9337 / (360) 642-9337 / (360) 484-7337 /(360) 267-8337
TDD: (360) 875-9400 / FAX: (360) 875-9335

REQUEST #

PUBLIC RECORDS REQUEST FORM

Requestor: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____ **E-mail:** _____

Do you wish to: □ Inspect the records □ Receive copies; willing to pay up to the amount indicated: $_____

RECORDS REQUESTED: Please describe the **SPECIFIC** records you are requesting and any additional information that will help us locate said records (dates, names, etc.) RCW 42.56.520 requires that response/action on a request for public records must be taken within five (5) business days. (Please attach and sign pages if additional space is needed)

_____

_____

_____

Parcel #: _____ **Legal Description:** _____

Property Owner(s): _____

I understand that Washington State Law (RCW 42.56.070(8)) prohibits the use of lists of individuals for commercial purposes. If applicable to this request, I hereby declare, under penalty of perjury pursuant to the laws of the State of Washington, that I will not use the list of individuals obtained from this request for commercial purposes. If applicable, I also acknowledge that I am solely responsible for any consequences or damages arising from my commercial use of the list of individuals I am obtaining.

Signature: _____ Date: _____ Place of Signing: _____

FOR OFFICIAL USE ONLY

Date Received: _____ Response Required by: _____

Request forwarded to: _____ Date forwarded: _____

Action Taken

□ Pacific County Public Records Request Policy provided, date: _____

□ Approved; request fulfilled. Notified Requestor records are available and where. If copies requested and payment or deposit on payment has been made; date copies mailed/delivered: _____.

□ Request to be denied; IMMEDIATELY forward to Prosecuting Attorney for review.

□ Record partially withheld. Notified Requestor with reason for partial withholding listing exemption(s) cited. Copy of letter attached.

□ Evaluation necessary. Estimate _____ days needed for final response. Notified Requestor. Copy of letter attached.

□ Clarification needed from Requestor. Contacted for clarification & notified of revised estimate of when records will be available. Copy of letter attached.

□ DENIAL APPROVED: Department to notify Requestor by mail of reasons for denial.

ACTION RECOMMENDED BY PROSECUTING ATTORNEY

Comment: _____

Signature: _____ Date: _____

Draft

ATTACHMENT D

Exemption and Prohibition Statutes

Not Listed in Chapter 42.56 RCW
As provided by Municipal Research and Services Center of Washington

RCW 42.56.070(2):
For informational purposes, each agency shall publish and maintain a current list containing every law, other than those listed in this chapter, that the agency believes exempts or prohibits disclosure of specific information or records of the agency. An agency's failure to list an exemption shall not affect the efficacy of any exemption.

Washington State Statutes

Citation	Records
RCW 2.64.111	Documents regarding discipline/retirement of judges
RCW 2.64.113	Confidentiality - violations
RCW 4.24.550	Information on sex offenders
RCW 5.60.060	Privileged communications
RCW 5.60.070	Court-ordered mediation records
RCW 7.68.140	Victims' compensation claims
RCW 7.69A.030(4)	Child victims and witnesses – protection of identity
RCW 7.69A.050	Rights of child victims and witnesses – address
RCW 7.75.050	Records of Dispute Resolution Centers
RCW 9.02.100	Reproductive privacy
RCW 9A.82.170	Financial institution records – wrongful disclosure
RCW 9.51.050	Disclosing transaction of grand jury
RCW 9.51.060	Disclosure of grand jury deposition
RCW 9.73.090(1)(c)	Prohibition regarding specified emergency response personnel
RCW 10.27.090	Grand jury testimony evidence
RCW 10.27.160	Grand jury reports release to public only by judicial order
RCW 10.29.030	Organized crime special inquiry judge
RCW 10.29.090	Records of special inquiry judge proceedings
RCW 10.52.100	Records identifying child victim of sexual assault
RCW 10.77.210	Records of persons committed for criminal insanity
RCW 10.97.040	Criminal history information released must include disposition
RCW 10.97.050	Conviction and criminal history information
RCW 10.97.060	Deletion of criminal history record information, conditions
RCW 10.97.070	Disclosure of identity of suspect to victim
RCW 10.97.080	Inspection of criminal record by subject
RCW 13.32A.090	Crisis residential centers notice to parent about child
RCW 13.34.115	Court dependency proceedings
RCW 13.40.217	Juveniles adjudicated of sex offenses – release of information
RCW 13.50.010	Maintenance of and access to juvenile records
RCW 13.50.050	Juvenile offenders
RCW 13.50.100	Juvenile/children records not relating to offenses
RCW 13.60.020	Missing children information
RCW 13.70.090	Citizen juvenile review board – confidentiality
RCW 18.04.405	Confidentiality of information gained by CPA
RCW 18.19.060	Notification to clients by counselors
RCW 18.19.180	Confidential communications with counselors
RCW 19.215.020	Destruction of personal health and financial information
RCW 19.34.240(3)	Private digital signature keys
RCW 19.215.030	Compliance with federal rules
RCW 26.04.175	Name and address of domestic violence victim in marriage records
RCW 26.12.170	Reports of child abuse/neglect with courts

Washington State Statutes

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Citation	Records
RCW 26.23.050	Child support orders
RCW 26.23.120	Child support records
RCW 26.26.041	Uniform Parentage Act – protection of participants
RCW 26.26.450	Confidentiality of genetic testing
RCW 26.33.330	Sealed court adoption records
RCW 26.33.340	Agency adoption records
RCW 26.33.343	Access to adoption records by confidential intermediary
RCW 26.33.345	Release of name of court for adoption or relinquishment
RCW 26.33.380	Adoption – identity of birth parents confidential
RCW 26.44.010	Privacy of reports on child abuse and neglect
RCW 26.44.020(19)	Unfounded allegations of child abuse or neglect
RCW 26.44.030	Reports of child abuse/neglect
RCW 26.44.125	Right to review and amend abuse finding – confidentiality
RCW 27.53.070	Records identifying the location of archaeological sites
RCW 29A.08.720	Voter registration records – place of registration confidential
RCW 29A.08.710	Voter registration records – certain information exempt

Chapter 40.14 RCW Preservation and destruction of public records

RCW 42.23.070(4)	Municipal officer disclosure of confidential information prohibited
RCW 42.41.030(7)	Identity of local government whistleblower
RCW 42.41.045	Non-disclosure of protected information (whistleblower)
RCW 46.52.080	Traffic accident reports – confidential
RCW 46.52.083	Traffic accident reports – available to interested parties
RCW 46.52.120	Traffic crimes and infractions – confidential use by police and courts
RCW 46.52.130(2)	Abstract of driving record
RCW 48.62.101	Local government insurance transactions – access to information
RCW 50.13.060	Access to employment security records – local government agencies
RCW 50.13.100	Disclosure of non-identifiable information or with consent
RCW 51.28.070	Worker's compensation records
RCW 51.36.060	Physician's information on injured workers
RCW 60.70.040	No duty to disclose record of common law lien
RCW 68.50.105	Autopsy reports
RCW 68.50.320	Dental identification records – available to law enforcement agencies

Chapter 70.02 RCW Medical records – access and disclosure – entire chapter (HC providers)

RCW 70.05.170	Child mortality reviews by local health departments
RCW 70.24.022	Public health agency information regarding sexually transmitted disease investigations - confidential
RCW 70.24.024	Transcripts and records of hearings regarding sexually transmitted diseases
RCW 70.24.105	HIV/STD records
RCW 70.28.020	Local health department TB records – confidential
RCW 70.48.100	Jail records and booking photos
RCW 70.58.055	Birth certificates – certain information confidential
RCW 70.58.104	Vital records, research confidentiality safeguards
RCW 70.94.205	Washington Clean Air Act – confidentiality of data.
RCW 70.96A.150	Alcohol and drug abuse treatment programs
RCW 70.123.075	Client records of domestic violence programs
RCW 70.125.065	Records of rape crisis centers in discovery
RCW 71.05.390	Information about mental health consumers

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Washington State Statutes

Citation	Records
RCW 71.05.395 Ch. 70.02 RCW applies to mental health records	
RCW 71.05.400	Information to next of kin or representative
RCW 71.05.425	Notice of release or transfer of committed person after offense dismissal
RCW 71.05.427	Information that can be released
RCW 71.05.430	Statistical data
RCW 71.05.440	Penalties for unauthorized release of information
RCW 71.05.445	Release of mental health information to Dept. of Corrections
RCW 71.05.620	Authorization requirements and access to court records
RCW 71.05.630	Release of mental health treatment records
RCW 71.05.640	Access to treatment records
RCW 71.05.650	Accounting of disclosures
RCW 71.24.035(5)(g)	Mental health information system – state, county and regional support networks – confidentiality of client records
RCW 71.34.200	Mental health treatment of minors – records confidential
RCW 71.34.210	Court records for minors related to mental health treatment
RCW 71.34.225	Release of mental health services information
RCW 71A.14.070	Records regarding developmental disability – confidentiality
RCW 72.09.345	Notice to public about sex offenders
RCW 72.09.585(3)	Disclosure of inmate records to local agencies – confidentiality
RCW 73.04.030	Veterans discharge papers exempt (see related RCW 42.56.440)
RCW 74.04.060	Applicants and recipients of public assistance
RCW 74.04.520	Food stamp program confidentiality
RCW 74.09.900	Medical assistance
RCW 74.13.121	Financial information of adoptive parents
RCW 74.13.280	Children in out-of-home placement – confidentiality
RCW 74.20.280	Child support enforcement – local agency cooperation, information
RCW 74.34.095	Abuse of vulnerable adults - confidentiality of investigations and reports
RCW 82.32.330	Disclosure of tax information
RCW 84.36.389	Confidential income data in property tax records held by assessor
RCW 84.40.020	Confidential income data supplied to assessor regarding real property

Selected Federal Confidentiality Statutes and Rules

18 USC § 2721 - 2725	Driver and License State Information
20 USC § 1232g	Family Education Rights and Privacy Act
23 USC § 409	Evidence – accident reports
42 USC 290dd-2	Confidentiality of Substance Abuse Records
42 USC § 405(c)(2)(C)(viii)(I)	Limits on Use and Disclosure of Social Security Numbers.
42 USC 654(26)	State Plans for Child Support
42 USC 671(a)(8)	State Plans for Foster Care and Adoption Assistance
42 USC 1396a(7)	State Plans for Medical Assistance
7 CFR 272.1(c)	Food Stamp Applicants and Recipients
34 CFR 361.38	State Vocational Rehabilitation Services Programs
42 CFR Part 2 (2.1 - 2.67)	Confidentiality of Alcohol and Drug Abuse Patient Records
42 CFR 431.300 - 307	Safeguarding Information on Applicants and Recipients of Medical Assistance
42 CFR 483.420	Client Protections for Intermediate Care Facilities for the Mentally Retarded
42 CFR 5106a(b)(2)(A)	Grants to States for Child Abuse and Neglect Prevention and Treatment Programs
45 CFR 160-164	HIPAA Privacy Rule
46 CFR 40.321	USCG regulations regarding confidentiality of drug and alcohol test results done by marine employers

Draft

COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS

DEC 02 2013

The vouchers, hereinafter listed, have been audited and certified by the auditing officer as required by RCW 42.24.080 and those expenses/reimbursement claims have been certified as required by RCW 42.24.090 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, December 10,2013 the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

119691 thru 119745 $ 114,765.55

Warrants Dated: November 27, 2013

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

draft

RECEIVED
PACIFIC COUNTY

DEC 1 0 2013

GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

COUNTY OF PACIFIC
VOUCHER APPROVAL TRANSMITTAL
VENDOR CLAIMS

The vouchers, hereinafter listed, have been audited and certified by the auditing officer as required by RCW 42.24.080 and those expenses/reimbursement claims have been certified as required by RCW 42.24.090 and have been recorded on the attached listing, which has been made available to the Board.

As of this date, December 18,2013 the Board, by a unanimous/majority vote, does approve for payment, subject to adequate budget appropriations, those vouchers included in the attached list and further described as follows:

Vendors Claim Fund No. 692

119746 thru 119843 $ 273,341.99

Warrants Dated: December 6, 2013

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

AUDITED:

Auditor/Deputy Auditor

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

draft

Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: 12/18/2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ ACCOM	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ [illegible]	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prose[illegible]	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ [illegible]DC	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ [illegible]	☐ Other

draft

AGENDA ITEM [illegible]T

Please fill out in full or the request may be retu[illegible]d for mo[illegible]nformation. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Auditor Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Pat Gardner	PHONE / EXT: 360.875.9311
SIGNATURE: Rachel Attrio[illegible]	DATE: 12/10/2013

NARRATIVE OF REQUEST

Please allow posting for position Administrative Assistant

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

5

Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: ~~12/24/2013~~ 12/18/13

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCO	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ Fair	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosec	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ DC	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ She	☐ Other

draft

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE:	Auditor's	DIVISION (if applicable):	
OFFICIAL NAME & TITLE:	Pat Gardner/ Audi	PHONE / EXT:	360-875-9313
SIGNATURE:	Pat M Gardner	DATE:	11/25/2013

NARRATIVE OF REQUEST

Request permission to hire Peggy Smith in the 1 FTE position in the South Bend Office, this position is currently budgeted in the 2014 budget as a .70 FTE will ask for a supplement after the first of the year to fund full time. Will hire this employee effective 01/01/2014

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: December 18, 2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ BCC[illegible]	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ [illegible]	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosecut[illegible]	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ [illegible]	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ Sher[illegible]	☐ Other

draft

AGE[illegible]A ITEM REQUEST

Please fill out in full or the request may be ret[illegible] for more [illegible]rmation. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Department of Pu[illegible]c Works	DIVISION (if applicable): Roads
OFFICIAL NAME & TITLE: Mike Collins, Dire[illegible]r/Engineer	PHONE / EXT: 3368
SIGNATURE:	DATE: 12/10/13

NARRATIVE OF REQUEST

Public Works is seeking permission to hire Josh Sedy as an Administrative Assistant II. Josh Sedy was the only applicant from 367C to submit a letter of Interest, Resume, and application for this position. This position will be vacated by Kathleen Ogilivie as of January 1, 2014. Josh Sedy's first day with Public Works will be January 1, 2014.

(Change of Status form attached)

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: 12/18/2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCOM	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ [illegible]	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosecu[illegible]	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ [illegible]	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ She[illegible]	☐ Other

draft

AGE[illegible]A ITEM REQUEST

Please fill out in full or the request may be retur[illegible] for more [illegible]rmation. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Community Devel[illegible]ment	DIVISION (if applicable): Admin
OFFICIAL NAME & TITLE: Faith Taylor-Eldre[illegible]	PHONE / EXT: 875.9356
SIGNATURE:	DATE: Dec 12 '13

NARRATIVE OF REQUEST

The Department is requesting approval to enter into an operating lease with CopiersNW for two Canon copiers, one for the Long Beach office and one for the South Bend office. The leases on the current machines expired in July 2013.

Washington State Department of Enterprise Services contracts with Canon Solutions America, Inc, under Washington State Contract Agreement #07912/1715. This agreement is for multifunctional document devices, copiers, printers, etc. The lease has a 60 month term and includes a maintenance agreement for services, parts, and toner. Copies are not included.

The Department will be paying $139.04 less per month with the new lease agreements.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

COPIERS NORTHWEST
New Ideas. New Solutions.

601 Dexter Ave N Seattle, WA 98109
P: (206) 282-1200 F: (206) 282-2010

SALES ORDER

Sales Order No:
Date: 11/29/2013
Account No:

Bill to: Pacific County Department Of Community Devel
PO Box 68
South Bend, WA 98586
Phone: (360) 875-9356

Ship To: Pacific County Department Of Community Develc
1216 W Robert Bush Dr
South Bend, WA 98586
Phone:

Faith Taylor

Account Manager	P.O. Number	Sale Type	Payment Terms	Requested Delivery Week
Debbie Raphael	20539	Lease	60 Months	12/6/13

Delivery Instructions: CNW will contact customer with specific delivery date info.

WSCA Contract #07912

Qty	Item Number	Model	Description	Unit Price	Total Amount
1	5559B003AA	iRC5250	imageRUNNER Advance C52 ase Mo		$176.43
1	3654B007AA	iRC5250	Cassette Feeding Unit-AD2		
1	5589B001AA	iRC5250	Inner Finisher-E1		

draft

TERMS: COPIERS NORTHWEST, INC., (Seller) retains title to all equipment and supplies listed above until purchase price is paid in full. This is a binding and non-cancelable contract. In the event Buyer defaults on payment the Buyer remains liable for this debt and the payment of any legal fees or other cost incurred in any action to collect this debt. Buyer gives Seller security interest in the property purchased in this agreement. Refer to warranty on reverse side. Changes to the original terms on the back side of this Sales Order are not valid unless initialed by an officer of Copiers Northwest.

Subtotal	$176.43
Delivery	
Sales Tax	Enter Sales Tax
TOTAL	
LESS DEPOSIT	
TOTAL DUE	$176.43

Customer has completed:

☐ Lease Return Document ☐ Trade In Document ☐ No Pickup Associated with Sale

ACCEPTED BY COPIERS NORTHWEST

Authorized Signature Required

Printed Name

Revision 1204a

ACCEPTED BY CUSTOMER

✓

Authorized Signature Required

Printed Name

COPIERS NORTHWEST
New Ideas. New Solutions.

MAINTENANCE AGREEMENT

601 Dexter Ave N Seattle, WA 98109
P: (206) 282-1200 F: (206) 282-2010
www.copiersnw.com

Agreement Start Date:
Service Term:
Customer No:
Account Manager: Debbie Raphael
Purchase Order No:

Bill To: Pacific County Department Of Community Devel
PO Box 68
South Bend, WA 98586
Phone: (360) 875-9356

Ship To: Pacific County Department Of Community Devel
1216 W Robert Bush Dr
South Bend, WA 98586
Phone:

Model	Serial No.	Equipment	Start Meter	Image Allowance	Overage Charge	Monthly Image Chg.
iRC5250						
		Black & White Meter:		0	0.0074	0.00
		Color Meter:		0	0.0504	0.00
					Base:	0.00
					TOTAL:	0.00

Meter Contact email:	ftaylor@co.pacific.wa.us
The customer agrees to provide meter reads at the request of Copiers Northwest, based on the overage billing cycle.	

Remarks

WSCA Contract #07912

Base Charge & Overage Billing Cycle

Base Billing - Select One:	Overage Billing - Select One:
☑ Monthly	☑ Monthly
☐ Quarterly	☐ Quarterly
☐ Other *	☐ Other *

* Other Must be Approved by the Contract Billing

Service Agreement Coverage

Select One:

☐ **Toner inclusive with metered charges** - Includes , parts, labor, drums, fuser, toner & developer. Paper and/or staples not included.

☐ **Toner exclusive with metered charges** - Includes labor , parts, drums, fuser rollers. Paper and/or staples not included.

☐ **Toner exclusive non-metered charges** - Includes labor and parts only.

☐ Customer agrees to pay an additional $9.95 per month per device for Initial Network Install and unlimited IT Service Labor. IT Service Labor covers on-site and phone support for the equipment listed under this Agreement. IT Service Labor and Network Installs are conducted in accordance with the Terms and Conditions set forth in this Agreement and stated herein and on the reverse side of hereof.

draft

Maintenance Agreement Coverage

Copiers Northwest, Inc. (CNW)'s factory trained personnel will render service on the listed equipment during regular business hours in accordance with the terms and conditions set forth on the front and reverse side of this Maintenance Agreement. This Agreement covers emergency calls, as well as routine preventive maintenance calls during normal business hours. Coverage period is for one year unless otherwise specified. This Agreement will automatically renew in increments of one year unless Copiers Northwest is notified in writing 30 days in advance of expiration. This Agreement is non-refundable and non-transferable. This Agreement shall not be effective unless signed by customer and Copiers Northwest, Inc. Contract Management. Changes to the original terms on the back side of this Maintenance Agreement are not valid unless initialed by an officer of Copiers Northwest.

ACCEPTED BY COPIERS NORTHWEST

Authorized Signature Required Branch

Printed Name

CNW Contract Management Date

ACCEPTED BY CUSTOMER

✓

Authorized Signature Required / Date

Printed Name / Title

COPIERS NORTHWEST
New Ideas. New Solutions.

601 Dexter Ave N Seattle, WA 98109
P: (206) 282-1200 F: (206) 282-2010

SALES ORDER

Sales Order No:
Date: 11/29/2013
Account No:

Bill to: Pacific County Department of Community Devel
PO Box 68
South Bend, WA 98304
Phone: (360) -

Ship To: Pacific County Department of Community Develo
7013 Sandridge Rd
Long Beach, WA 98631
Phone:
Nicol Gray 360-642-9382

Account Manager	P.O. Number	Sale Type	Payment Terms	Requested Delivery Week
Debbie Raphael	20538	Lease	60 Months	12/6/13

Delivery Instructions: CNW will contact customer with specific delivery date info.

WSCA Contract #07912

Qty	Item Number	Model	Description	Unit Price	Total Amount
1	5559B003AA	iRC5250	imageRUNNER Advance C525 se Mo		$176.43
1	3654B007AA	iRC5250	Cassette Feeding Unit-AD2		
1	5589B001AA	ACCESSORY	Inner Finisher-E1		
			Machine already at loca t need to out external finisher for inner fi r		

TERMS: COPIERS NORTHWEST, INC., (Seller) retains title to all equipment and supplies listed above until purchase price is paid in full. This is a binding and non-cancelable contract. In the event Buyer defaults on payment the Buyer remains liable for this debt and the payment of any legal fees or other cost incurred in any action to collect this debt. Buyer gives Seller security interest in the property purchased in this agreement. Refer to warranty on reverse side. Changes to the original terms on the back side of this Sales Order are not valid unless initialed by an officer of Copiers Northwest.

Subtotal	$176.43
Delivery	
Sales Tax	Enter Sales Tax
TOTAL	
LESS DEPOSIT	
TOTAL DUE	$176.43

Customer has completed:

☐ Lease Return Document ☐ Trade In Document ☐ No Pickup Associated with Sale

ACCEPTED BY COPIERS NORTHWEST

Authorized Signature Required

Printed Name

ACCEPTED BY CUSTOMER

✓

Authorized Signature Required

Printed Name

Revision 1204a

draft

COPIERS NORTHWEST
New Ideas. New Solutions.

MAINTENANCE AGREEMENT

601 Dexter Ave N Seattle, WA 98109
P: (206) 282-1200 F: (206) 282-2010
www.copiersnw.com

Agreement Start Date:
Service Term:
Customer No:
Account Manager: Debbie Raphael
Purchase Order No:

Bill To: Pacific County Department of Community Devel
PO Box 68
South Bend, WA 98304
Phone: (360) -

Ship To: Pacific County Department of Community Devel
7013 Sandridge Rd
Long Beach, WA 98631
Phone:

Model	Serial No.	Equip Id.	Start Meter	Image Allowance	Overage Charge	Monthly Image Chg.
iRC5250						
		Black & White Meter:		0	0.0074	0.00
		Color Meter:		0	0.0504	0.00
					Base:	0.00
					TOTAL:	0.00

Meter Contact email: ngray@co.pacific.wa.us
The customer agrees to provide meter reads at the request of Copiers Northwest, based on the overage billing cycle.

Remarks

WSCA Contract #07912

Base Charge & Overage Billing Cycle:

Base Billing - Select One:
- [x] Monthly
- [ ] Quarterly
- [ ] Other *

Overage Billing - Select One:
- [x] Monthly
- [ ] Quarterly
- [ ] Other *

*** Other Must be Approved by the Contract Bill**

Se ne:
- [ ] **T inclusive with metered charges** - includes , parts, labor, ums, fus toner & developer. Paper and/or staples not included.
- [ ] **T er exclusive with metered charges** - includes labor , parts, fuser rollers. Paper and/or staples not included.
- [ ] **Toner exclusive non-metered charges** - includes labor and parts only.

[ ] Customer agrees to pay an additi $9.95 per mo er device for Initial Network Install and unlimited IT Service Labor. IT Service Labor covers on-site and phone support the equipment ed under this Agreement. IT Service Labor and Network Installs are conducted in accordance with the Terms and Co s set forth this Agreement and stated herein and on the reverse side of hereof.

draft

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ACCEPTED BY COPIERS NORTHWEST

Authorized Signature Required Branch

Printed Name

CNW Contract Management Date

ACCEPTED BY CUSTOMER

✓

Authorized Signature Required / Date

Printed Name / Title

Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: 12/18/2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCOM	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ PC Fair	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosecutor	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ SDC	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ Sheriff	☐ Other

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Health & Human Services Department — DIVISION (if applicable):

OFFICIAL NAME & TITLE: Mary Goelz, Director — PHONE / EXT:

SIGNATURE: mg/mg — DATE:

NARRATIVE OF REQUEST

We are requesting you approve the attached Agreement with Willapa Behavioral Health to provide for the delivery of behavioral health consultation for the Maternity Support Services Program for the period beginning on January 1, 2014 and ending on December 31, 2014.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between Pacific County, hereinafter referred to as "County," and **Willapa Behavioral Health**, hereinafter referred to as "Agency."

THE PURPOSE of this Agreement is to provide for the delivery of behavioral health consultation for the Maternity Support Services Program for the period beginning on January 1, 2014 and ending on December 31, 2014. The County and the Agency agree to the terms and conditions set forth in the following provisions:

PROVISIONS	PAGE
General Provisions	1 – 9
MATERNITY SUPPORT SERVICES	
Payment Provisions	9 -10
Specific Provisions	11 – 12
Statement of Work	12 – 13
Signature Page	13

and other such terms and conditions incorporated by reference herein.

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

II. **COMPLIANCE WITH LAWS:** The Agency, in performance of this agreement, agrees to comply with all applicable federal, state, and local laws, administrative codes or ordinances including standards of licensing, certification, and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

III. **NONDISCRIMINATION:**

A. In the performance of this contract, the Agency shall comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Chapter 49.60 RCW, and the Americans with Disabilities Act, as now or hereafter amended. The Contractor shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-era or Disabled Veteran status, or disability in: Any terms or conditions of employment to include taking affirmative action necessary to accomplish the terms of this clause; Denying an individual the opportunity to participate in any program provided by this contract through the provision of goods, services or benefits to clients.

B. If assignment and/or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Agency shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.

draft

C. Upon execution, the Agency shall provide documentation to the County that it has completed a self-evaluation of compliance with the ADA.

IV. **NONCOMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:** In the event of the Agency's non-compliance or refusal to comply with the above, this contract may be terminated in whole or in part, and the Agency declared ineligible for further contracts with the County. The Contractor shall, however, be given a reasonable time to cure this noncompliance. Any dispute shall be resolved in accordance with the "Disputes" procedure set forth herein.

V. **FAIR HEARING PROCEDURE:** The Agency will establish a system through which recipients of agency services may present grievances about the operation of the services. The Agency will advise recipients of the grievance procedure and the Agency shall notify each applicant for services or recipient of services that they have the right to obtain a fair hearing should they feel that any of the following are true: (1) That they have been wrongfully denied services; (2) that the termination of services was wrongfully made; or (3) that the determination of eligibility for services has not been made with reasonable promptness. Termination of this Agreement with the Agency shall not be grounds for a fair hearing for the service applicant or recipient if: (1) similar services are immediately available in the County; or (2) termination was the result of expected or actual funding from the state, federal, or other sources being withdrawn, reduced, or limited in any way after the effective date of this Agreement or any subsequent modification prior to normal completion thereof. Whenever an applicant or recipient requests a fair hearing, the Department of Social and Health Services will make arrangements to provide such a hearing as provided by the Administration Procedures Act Chapter 34.04 Revised Code of Washington.

VI. **ACCESS TO RECORDS AND CONFIDENTIAL TREATMENT OF PERSONAL INFORMATION:** Both parties agree to permit upon reasonable notification and at reasonable times authorized representatives of the County, the State of Washington, Federal Granting Agency, and Comptroller General of the United States, to the extent authorized by applicable State or Federal law, rule or regulation, access to review all records of the Agency and its subcontractors and recipients to satisfy audit, routine monitoring purposes, evaluate performance, compliance and/or quality assurance under this contract on behalf of the County.

The Agency shall comply with all provisions as stated in this agreement and make available all Personal Information necessary for the County to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Agency's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to the County, the Washington State Department of Health, and the U.S. Secretary of the Department of Health & Human Services, upon request.

draft

The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter 42.17 RCW and Chapter 70.02 RCW, as well as other applicable federal and state statutes and regulations.

The Agency shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Agency agrees to comply with all Federal and State laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Agency shall protect Personal Information collected, used, or acquired in connection with the Contract, against unauthorized use, disclosure, modification or loss. The Agency shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Agency and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the County or as otherwise required by law. The Agency agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form in accordance with state and Federal law.

County reserves the rights to monitor, audit, or investigate the use of personal information collected, used or acquired by the Agency through this contract. The Agency shall notify the County in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. The Agency will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Agency agrees to indemnify and hold harmless the County for any damages related to unauthorized use or disclosure by the Agency, its officers, directors, employees, subcontractors or agents.

Personal Information including, but not limited to “Protected Health Information” collected, used or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss. Agency shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth in this Agreement. Agency and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Information without the express written consent of the County.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Agency agrees to indemnify and hold harmless the County for any damages related to the Agency’s unauthorized use of Personal Information.

draft

VII. **ASSIGNMENT AND/OR SUBCONTRACTING:** The Agency shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the County. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement. All subcontracts shall be in writing. The County reserves the right to inspect and to approve any subcontracts prior to their execution and shall be provided copies of any subcontracts upon execution.

VIII. **STANDARDS FOR FISCAL ACCOUNTABILITY:**

A. The Agency agrees to maintain books, records, reports and other evidence of documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. The Agency further agrees that the County shall have the right to monitor and audit the fiscal components of the Agency to ensure that actual expenditures remain consistent with the terms of this Agreement.

The Agency shall retain all books, documents and other material relevant to this Agreement for a period of five (5) years after expiration of this Agreement. The Agency agrees that the County shall have full access to and right to examine any of said materials at all reasonable times during said period.

B. The Agency shall:

1. Provide accurate, current and complete disclosure of the financial status of this Agreement as requested by the County;

2. Identify the source and application of funds for services supported by this Agreement in whole or in part.

3. Maintain internal controls that provide reasonable assurance that the Agency is managing funds received through this Agreement in compliance with laws, regulations, and the provisions of contracts or grant agreements.

IX. **FINANCIAL REPORT REQUIREMENTS:**

A. The Agency shall, if applicable:

1. Adhere to OMB Circular A-133 “Audits of State, Local Governments and Non-Profit Organizations” which establishes single audit requirements and federal responsibilities for implementing and monitoring audit requirements for non-profit and governmental organizations receiving federal financial assistance.

2. Provide access to financial records by independent auditors.

draft

3. Submit two (2) copies of the audit, management letter, and corrective action plan (if applicable). Submission of the report shall be the earlier of 30 days after the Agency's receipt of the auditor's report or nine months after the end of the audit period. The audit must be accompanied by documentation indicating that the Agency's Board of Directors has reviewed the audit and management letter.

B. For agencies, not required to meet OMB A-133 Single Audit Requirements, the Agency shall submit:

1. Annual financial audit, and

2. The Federal Form 990 "Return of Organizations Exempt from Income Tax" (if required to file with the Internal Revenue Service).

X. **STANDARDS FOR PROGRAM ACCOUNTABILITY:** The Agency agrees to maintain program records and reports including statistical information and to make such records and reports available for inspection by the County in order for the County to be assured that program services are in consistent with the terms of this Agreement. The Agency further agrees to provide such information as requested by the County for monitoring and evaluating within the time limitations established by the County.

XI. **RELATIONSHIP OF THE PARTIES:** The parties intend that an independent contractor relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with the Agency. However, the results of the work contemplated must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant or representative of the Agency shall be deemed to be an employee, agent, servant or representative of the County for any purpose, and the employees of the Agency are not entitled to any of the benefits the County provides for County employees. The Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

XII. **INDEMNIFICATION:** In accepting this Agreement, the Agency, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the County and its officers and employees and DSHS from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the Agency or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the County, its officers, its employees, or any combination thereof, the Agency, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the County, its officers, its employees, or any combination thereof.

draft

XIII. **CONFLICT OF INTEREST:** The County may, by written notice to the Agency:

A. Terminate the right of the Agency to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW chapter 42.18. This includes, but is not limited to prohibitions against offering County or DSHS employees, directly or indirectly, anything of economic value from an Agency or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the conduct of state or County business, DSHS and the County employees are expected to comport themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with contractors or potential contractors.

B. In the event this contract is terminated as provided in (A.) above, the County shall be entitled to pursue the same remedies against the Agency as it could pursue in the event of a breach of the contract by the Agency. The rights and remedies of DSHS and the County provided for in this section are in addition to any other rights and remedies provided by law.

XIV. **DISPUTE:** Except as otherwise provided in this contract, when a bona fide dispute arises between the County and the Agency and it cannot be resolved, either party may request a dispute hearing with the Director of the Public Health and Social Services Department for Pacific County. Either party's request for a dispute hearing must:

A. be in writing;

B. state the disputed issues;

C. state the relative positions of the parties;

D. state the Agency's name, address, and contract number;

E. be mailed or delivered to the Public Health and Social Services Department, 2109 Sumner Avenue, Suite 200, Aberdeen, WA 98520, within 15 days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any judicial action;

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F. any question, difference, or controversy which may arise between the County and the Agency with reference to the performance or non-performance of any of the terms and conditions of this Agreement shall be referred to the County, whose decision shall be final and conclusive on both parties. The County has the authority to suspend services to be provided under this agreement whenever such suspension may be necessary to ensure the proper performance of the Agreement.

XV. **POLITICAL ACTIVITY PROHIBITED:** None of the funds, materials, supplies or property provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any political activity or to further the election or defeat of any candidate for public office.

Use of Federal Funds: Further, the Agency shall certify that no federal funds payable under this contract will be paid by or on the behalf of the Agency, to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of Member of Congress in connection with the awarding of a federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

XVI. **BOARD OF DIRECTORS**: The Agency shall provide the County with a current roster of its Board of Directors which shall include the names, addresses, and telephone numbers of the board chairman or president and each member. The Agency shall apprise the County of any changes to this roster as they occur.

XVII. **INSURANCE**: The Agency shall carry at its own expense the following insurance coverage to the extent described below:

A. Public Liability and Property Damage in a combined single limit of $1,000,000;

B. Director and Officers Errors and Omissions Insurance in the amount of $1,000,000;

C. Professional Liability in the amount of $1,500,000.

The Agency shall procure policies for all insurance required by this section for period of not less than one year and shall provide the County (on or before the date this contract commences) with a certificate of insurance as satisfactory evidence that the premiums have been paid and that such insurance policy is in effect. The Agency agrees that its liability insurance shall be primary and non-contributory to the County's and that Agency's liability insurance policy shall so state.

XVIII. **MODIFICATION:** Either party may request a change or addition to this Agreement. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and properly executed by both parties.

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XIX. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligation of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.

If it should appear that any provision hereof is in conflict with a federal law, rule or regulation or statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

XX. **AGREEMENT SUSPENSION, TERMINATION AND CLOSE OUT:** If the agency fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement in the manner specified herein.

A. Suspension - If the agency fails to comply with the terms of this Agreement, or whenever the Agency is unable to substantiate full compliance with the provisions of this Agreement, the County may suspend the Agreement pending corrective action or investigation, effective no less than seven (7) days following written notification to the Agency. The amount of any payments withheld during suspension will be related to the issue of non-compliance and related costs, unless as overpayments are otherwise specified in this Agreement. The suspension will remain in full force and effect until the Agency has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Agreement. No obligation incurred by the Agency during the period of suspension will be allowable under this Agreement except:

1. reasonable, proper and otherwise allowable costs which the Agency could not avoid, as approved by the County, during the period of suspension;

2. if upon investigation the Agency is able to substantiate complete compliance with the terms and conditions of this Agreement, otherwise allowable costs incurred during the period of suspension will be allowed.

B. Termination for Cause - If the agency fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1. the lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to the substantially detrimental to the interest of the County;

2. the Agency has failed to take satisfactory action as directed by the County within the time specified by the County;

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3. the Agency has failed within the time specified by the County to satisfactorily substantiate its compliance with the terms and conditions of this Agreement, then;

The County may terminate this Agreement in whole or in part, and thereupon shall notify the Agency of the termination, the reasons therefore, and the effective date thereof, provided such effective date shall not be prior to notification to the Agency. After this effective date, no charges incurred under any terminated portion are allowable and Agency shall be liable for reasonable damages, including the reasonable cost of procuring similar services from another source to execute the Agency's duties under this Agreement.

C. Termination for Other Grounds:

1. this Agreement may be terminated in whole or in part by either party hereto upon thirty (30) days' advance written notice to the other party;

2. County reserves the right to terminate this Agreement in whole or in part without the 30 days' written notice in the event of an unilateral change made in the County's agreement with the Washington State Department of Social and Health Services or of a withdrawal or reduction in expected or actual funding from state, federal, or other sources.

D. Close-out - Upon completion of this Agreement or termination in whole or in part for any reason, the following provisions shall apply:

1. upon written request by the Agency, the County shall make or arrange for prompt payment to the Agency of allowable reimbursable costs not covered by previous payment;

2. the Agency shall immediately refund to the County any unencumbered balance of the funds paid to the Agency budgeted but unspent for the program(s) terminated;

3. the Agency shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement;

4. in the event a financial audit has not been performed prior to close-out of this Agreement, the County retains the right to withhold a just and reasonable sum from the final payment to the Agency after fully considering the recommendation on disallowable costs resulting from the final audit;

5. the Agency agrees to submit at the close-out of this Agreement a written review to the County which includes an evaluation of services provided and a financial accounting of receipts and expenditures.

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PAYMENT PROVISIONS – MATERNITY SUPPORT SERVICES

As consideration for services, as described in the specific provisions of this contract:

I. Payment to the Agency for performance hereunder shall be on the basis of reimbursement for actual reimbursable costs provided that such reimbursable costs are in accordance with specific contract allocations set forth below. The total amount of reimbursement shall not exceed the Contract Amount, **$7,200.00**

A. Billing for services rendered to clients eligible for Title XIX shall constitute an overpayment.

B. Prior to initiating an amendment to any or all parts of this contract, all current and up to date fiscal and client service levels must be documented and submitted to the County.

II. Reimbursement:

A. The County will pay the Agency on a fee-for-service basis and requires all fees and third party charges billed to or for a client whom services were subsidized using contract funds, shall be deducted from total reimbursable costs under contracts in determining net payment due.

III. Billing:

The Agency shall submit an invoice by the 15th working 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. Documentation includes:

- All eligible client services provided within the preceding month;

Claims for reimbursement received after said date will be processed in the succeeding month's claim for reimbursement. No payment shall be made for services not included in claims submitted within **forty-five (45) days** following the month during which services were performed under this contract.
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IV. The County agrees to make payment for contracted activities provided within thirty (30) working days following receipt of the Agency's claims, provided that claims are received by the County on or before the fifth working day of each month following the month during which the services were provided.

V. DOUBLE REIMBURSEMENT PROHIBITED: The Agency shall not seek payment from the County for any costs or services for which it has been reimbursed from other sources. In the event the Agency, subsequent to receiving reimbursement from the County, receives payment for the same service from any other party, the Agency shall, to the extent of such other party payment, promptly reimburse the County for such payments.

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The Agency shall not charge or accept additional fees from any client, relative, or any other person, for service provided under this contract other than those specifically authorized by the County. In the event the Agency charges or accepts prohibited fees, the County shall have the right to assert a claim against the Agency on behalf of the client, for double the amount charged. Any violation of this provision shall be deemed a material breach of this contract.

SPECIFIC PROVISIONS—MATERNITY SUPPORT SERVICES

I. SERVICES TO ETHNIC MINORITIES AND DIVERSE POPULATIONS

The Agency shall provide services designed and delivered in a manner sensitive to all ethnic minorities and diverse populations eligible for services in the County. Services may include, but are not limited to, any of the following:

A. Services located in predominantly minority-populated areas and provided to predominantly minority individuals.

B. Services targeted at minority populations. These include ethnic-sensitive program modifications to afford minorities culturally-appropriate services in current "non-ethnic minority" programs. Also included are culturally appropriate services for other diverse populations such as person with disabilities; or gay, lesbian, bisexual or transgender persons; youth; the elderly; or rural populations.

C. Limited English speaking services for the deaf and hard of hearing.

D. The Agency shall develop procedures to engage interpreter services available through DHS, and to secure, as readily available, non-English publications for clients and individuals participating in Maternity Support Services program

II. STAFF CONTINUING EDUCATION REQUIRED:

The Agency shall make available continuing education in such services or activities to employees of the Agency who provide the Behavioral Health Services or activities.

III. RECORDS RETENTION AND THE CONFIDENTIALITY OF CLIENT RECORDS: All fiscal and clinical records pertaining to services delivered under the terms of this agreement shall be maintained for a minimum of six years. The Agency shall comply with all state and federal requirements regarding the confidentiality of client records including, but not limited to, the federal Regulations for the Confidentiality of Alcohol and Drug Patient Records, 42 CFR Part 2.

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IV .PUBLIC INFORMATION

All books, informational pamphlets, press releases, research reports, articles and similar public notices prepared and released by the Agency for the services described in this contract shall include the statement, "This project receives funding from the Pacific County Public Health and Social Services Department." In addition, all such notices shall contain a statement acceptable to the County stating that the aforementioned project complies with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

V. BACKGROUND CHECKS

State law requires that children, vulnerable adults, and persons who are developmentally disabled receiving services in the State are to be protected from the possibility of criminal activity by people who have been convicted of certain crimes.

All Agency staff, subcontractors or volunteers who have unsupervised access to children or vulnerable adults are required to have a background check. These requirements are listed in RCW 43.20A.710, RCW 43.43.832, RCW 74.34, and RCW 71A.10.020. All persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to clients. Unsupervised access is defined in RCW 43.43.830(9).

STATEMENT OF WORK

I. MATERNITY SUPPORT SERVICES/CASE MANAGEMENT

ELIGIBILITY:

A. Maternity Support Services is a program that supports pregnant women on Medicaid. It is a team supported program that includes a Registered Nurse, a Registered Dietician and a Behavioral Health Specialist.
B. Clients are screened into the program based on a tool created by the DSHS. The program is meant to support a healthy pregnancy and reduce the risk of premature birth. The risks determined by the screening then determine the number of units available for billing for the program.
C. The team meets regularly for case conference on the clients and to develop an individual plan of care based on their risks.

SERVICES:

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D. The assigned Behavioral Health Specialist (BHS) will be an active member of the MSS team
E. Willapa Behavioral Health agrees their assigned staff will participate in a minimum of two case management team conferences, one in South Bend and one in Long Beach every month.
F. The BHS will also meet with qualified MSS clients as determined by the Case Management team.

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PAYMENT PROCESS

A. The Agency shall submit bills to the County based on actual hours worked in the MSS program.

REPORTING REQUIREMENTS:

The Agency shall comply with documentation as required by the MSS program, Department of Social and Health Services and the County. This may include date of service, description of services provided, care plans, referral information and signature. Charts for MSS clients will be maintained at the County.

1. Requirements for billing for Case Management services: Documentation of the outcome of case management services.

2. Limitations for billing for Case Management Services:

   The Agency cannot bill for case management under the following situations if a pregnant woman is receiving maternity case management services under the First Steps Program.

In the Witness Whereof the parties hereto have caused this contract to be executed this the 18th day of 2013.

Board of County Commissioners

_____
Lisa Ayers, Chair

_____
Steve Rogers, Commissioner

_____
Frank Wolfe, Commissioner

ATTEST:

_____
Marie Guernsey
Clerk of the Board

Willapa Behavioral Health

_____
Signature

_____
Title

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SPECIFIC REQUIREMENTS and information for the Maternity Support Services Program, DSHS related to this position.

Job title: Behavioral Health Specialist

Degree requirements:

A master's degree in counseling, social work, marriage and family therapy
-OR-
A bachelor's degree in counseling, social work or marriage and family therapy ***and*** 2 years post-graduate experience not including internships or practicum

Credentials:

Is currently credentialed and has active status in the State of Washington by the Department of Health as one of the following:

- Licensed mental health counselor
- Licensed independent clinical social worker
- Licensed socialworker
- Licensed marriage and family therapist
- Licensed psychologist
- Associate mental health counselor
- Associate independent clinical social worker
- Associate social worker
- Associate marriage and family therapist
- Certified counselor

Notes:

Documentation of any continuing education required by DOH must be placed in the individual's personnel file.
The purpose of Maternity Support Services (MSS) is to:

- Improve and promote healthy birth outcomes.
- Facilitate access to:
  1. Prenatal care as early in pregnancy as possible.
  2. Health care for eligible infants.

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Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: December 18, 2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ ACCOM	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prose	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ DC	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ Sh	☐ Other

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AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: Mary P. Goelz	DATE: 12/7/13

RECEIVED
PACIFIC COUNTY
DEC 09 2013
GENERAL ADMINISTRATION
BOARD OF COMMISSIONERS

NARRATIVE OF REQUEST

Request the Board approve and sign the contract with Department of Social and Health Services Department, Contract Number 1312-93045 for Professional Services. This Contract is for providing parenting instruction to families referred by Child Protective Services. It is included in our 2013 and 2014 adopted budgets. The Contract is for the time period of October 1, 2013 through September 30, 2014.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

CLIENT SERVICE CONTRACT

Professional Services

Washington State DEPARTMENT OF SOCIAL & HEALTH SERVICES

DSHS Contract Number:
1312-93045
Resulting From Solicitation Number:

This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number:
1305-
Contractor Contract Number:

CONTRACTOR NAME Pacific County		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586-		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER 1231
CONTRACTOR CONTACT Mary Goelz	CONTRACTOR TELEPHONE (360) 875-9349	CONTRACTOR FAX (360) 875-9352	CONTRACTOR E-MAIL ADDRESS mgoelz@co.pacific.wa.us
DSHS ADMINISTRATION Childrens Administration	DSHS DIVISION Division of Children and Family Services	DSHS CONTRACT CODE 2042XS-12	
DSHS CONTACT NAME AND TITLE Ann Polanco Contracts Manager	DSHS CONTACT ADDRESS 6840 Capital Blvd Bldg 1 P.O. Box 45714 Olympia, WA 98504-		
DSHS CONTACT TELEPHONE (360) 725-6760	DSHS CONTACT FAX (360)725-6766	DSHS CONTACT E-MAIL ADDRESS ann300@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER	
CONTRACT START DATE 10/01/2013	CONTRACT END DATE 09/30/2014	CONTRACT MAXIMUM AMOUNT $0.00	

Professional Services Provided: Statements of Work and Billing and Payment Information appear in the body of this Contract for **ONLY** the Professional Service(s) designated below:

Parenting Instruction

EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:
☒ **Exhibits (specify): Exhibit A – Data Security Requirements; Exhibit B – Statement of Work; Exhibit C - Program Requirements; Exhibit D – Billing Statement**

Contract Purpose: The purpose of these services is to provide professional level mental health services as authorized by Children's Administration to improve the safety of children and the functioning of individuals and families. Services may include assessment, counseling, therapy or treatment services.

The terms and conditions of this Contract are integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**
	Ann Polanco, Contract Manager	

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DSHS General Terms and Conditions

1. **Definitions**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

   a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.

   b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.

   c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

   d. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.

   e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

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

   g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.

   h. "Encrypt" means to encrypt 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.

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

   j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.

   k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.

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

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

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n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.

q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at: http://apps.leg.wa.gov/wac/.

2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. **Billing Limitations.**

a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.

b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

6. **Confidentiality.**

a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

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(1) as provided by law; or,

(2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

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

(1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

(2) Physically Securing any computers, documents, or other media containing the Confidential Information.

(3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:

(a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

(b) Communicating with the intended recipient before transmitting to ensure that the fax will be received only by an authorized person.

(c) Verifying after transmittal that the fax was received by the intended recipient.

(4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:

(a) Use a Trusted System.

(b) Encrypt the Confidential Information including:

i. Encrypting email and/or email attachments which contain the Confidential Information.
ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.

(5) Send paper documents containing Confidential Information via a Trusted System.

(6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.

c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.

d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and

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the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, or claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.

10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.

11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are 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. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, 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 resolved.

12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the

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Contract remains valid and in full force and effect.

14. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

15. **Termination Due to Change in Funding.** If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.

16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Client Service Contracts:

17. **Advance Payment**. DSHS shall not make any payments in advance or in anticipation of the delivery of services to be provided pursuant to this Contract.

18. **Construction**. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.

19. **Contractor Certification Regarding Ethics**. The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

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

21. **Indemnification and Hold Harmless**.

    a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.

    b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.

    c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

    d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation

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to procure insurance in accordance with this Contract or the scope of said insurance.

22. **Industrial Insurance Coverage**. The Contractor shall comply with the 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, DSHS may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DSHS may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DSHS 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.

23. **Notice of Overpayment**. If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:

a. Be received by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;

b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;

c. Include a statement as to why the Contractor thinks the notice is incorrect; and

d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

24. **Subcontracting**. Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.

25. **Subrecipients**.

a. General. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the Contractor shall:

(1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

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(2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(4) Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;

(5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;

(6) Comply with the applicable requirements of either 2 CFR, Part 225 (OMB Circular A-87) or 2 CFR, Part 230 (OMB Circular A-122), and any successor or replacement Circular or regulation; and

(7) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. Go to http://www.ojp.usdoj.gov/about/ocr/statutes.htm for additional information and access to the aforementioned Federal laws and regulations.)

b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends $500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

(1) Submit to the DSHS contact person on the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, prepare a "Summary Schedule of Prior Audit Findings."

c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with either 2 CFR, Part 225 (OMB Circular A-87) or 2 CFR, Part 230 (OMB Circular A-122).

26. Termination for Convenience. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Contract for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to DSHS at the address listed on page 1 of this Contract.

27. Termination for Default. The Contracts Administrator may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:

a. Failed to meet or maintain any requirement for contracting with DSHS;

b. Failed to protect the health or safety of any DSHS client pursuant to the section entitled Health and Safety of this Contract;

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c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or

d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

28. Termination or Expiration Procedure. The following terms and conditions apply upon Contract termination or expiration:

a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.

b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.

c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.

d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.

e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.

f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity and/or under this Contract, including consequential and incidental damages.

29. Treatment of Client Property. Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of services to a client, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

30. Treatment of Property. All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

31. Taxes.

a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all

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taxes that are necessary for Contract performance. DSHS will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DSHS, as an agency of Washington State government, is exempt from property tax.

b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of Title 82 RCW and Title 458 WAC. Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-93 and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.

c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

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Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:

   a. "Abuse of Client" means mental or physical injury including, but not limited to, sexual abuse or exploitation, negligent treatment or maltreatment of a client by any person under circumstances which indicate that the client's health, welfare or safety is harmed thereby.

   b. "Authorized" means approved by a CA social worker as evidenced by receipt of an SSPS Social Services notice or other written notice.

   c. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.

   d. "CA" means Children's Administration, within the Department of Social and Health Services.

   e. "Central Contract Services" means the DSHS Office of Administrative Resources, Central Contract Services, or successor section or office.

   f. "Child, Youth and/or Client" are used interchangeably throughout this contract and shall mean the party served.

   g. "Consultant" means a person who is qualified by credential, background, or experience to assist in assessing, evaluating, counseling, or treating the client, and who provides technical, clinical, practical or other relevant assistance to the Contractor in the assessment, evaluation, counseling, or treatment of a client.

   h. "Corrective Action Plan" means a written plan approved by DSHS which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contactor to compliance with the terms of the Contract.

   i. "Counseling" means employing a therapeutic techniques as described under WAC 246-810-010, RCW 18.19.010. Such therapeutic techniques include but are not limited to social work, mental health counseling, and marriage and family therapy, for a fee that offer, assist or attempt to assist an individual or individuals in the amelioration or adjustment of mental, emotional, or behavioral problems, and includes the techniques to achieve sensitivity and awareness of self and others and the development of human potential.

   j. "Culturally Appropriate" means responsive to a client's cultural beliefs and values, ethnic norms, language needs, religion, and individual differences.

   k. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

   l. "Limited English Proficient Client" means any person applying for or receiving DSHS services directly or by contract whose primary language is not English.

   m. "SSPS" means Social Service Payment System, the service authorization and payment system used by DSHS for this contract.

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n. "Staffings" means formal or informal meetings of two or more CA or professional staff, consultants, parents, or others to review, discuss, or make decisions concerning a client or case.

o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Data Security Requirements – Exhibit A.** The Contractor shall protect, segregate, and dispose of data from Children's Administration as described in Exhibit A, as required in the Section below entitled **Secure Management of Confidential Information.**

3. **Statement of Work – Exhibit B**. The Contractor shall provide services and staff as described in the Statement of Work attached as Exhibit B.

4. **Program Requirements – Exhibit C**. The Contractor shall comply with all program and other requirements for providing services under this Contract, as stated in the Program Requirements attached as Exhibit C.

5. **Billing Statement – Exhibit D.** The Contractor must submit a billing statement for professional services provided using the Professional Services Billing Statement attached as Exhibit D or other substantially similar form as approved by DSHS.

6. **Secure Management of Confidential Information**

The Contractor shall ensure that all **Confidential Information** (also referred to as **Personal Information)** as defined in the General Terms and Conditions Section 1, acquired under this contract is used only for the provision of services under this contract and is handled with the utmost confidentiality as described in the General Terms and Conditions Section 6, *Confidentiality*. In addition:

a. Sole Proprietor Contractors have permission to use mobile devices under this contract and shall ensure that mobile devices and data are accessed, and protected as described in the Special Terms and Condition Section below entitled **Data Security – Sole Proprietors.**

b. All other Contractors have permission to use mobile devices under this contract and shall ensure that mobile devices and data are accessed and protected as described in **Exhibit A- Data Security Requirements.**

c. **Failure to comply with applicable requirements may result in termination of this contract.**

7. **Billing and Payment**

a. The Contractor shall agree to accept the DSHS payment as the sole and complete payment for services provided under this Contract.

b. The Contractor shall be paid for services provided under this Contract at the regional rate in effect at the time services were provided, according to the DSHS published Professional Service Fee Tables available to http://www.dshs.wa.gov/ca/partners/intro.asp

c. The billing statement, report and copies of accompanying referrals shall be submitted monthly to the CA fiduciary specialist responsible for the office of the service referral, identified at http://www.dshs.wa.gov/ca/partners/contractbilling.asp

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d. The Contractor shall contact the responsible Fiduciary Specialist concerning billing questions. Contact information is available at http://www.dshs.wa.gov/ca/partners/contractbilling.asp

e. DSHS shall pay the Contractor monthly for DSHS authorized on-going services and evaluations provided to DSHS clients, as requested. Payment shall be dependent upon DSHS receipt of satisfactorily completed required reports that conform to specifications in the Statement (s) of Work.

f. CA does not pay for cancelled or missed appointments. DSHS will pay only for authorized services actually performed, except when otherwise approved in writing by the Regional Administrator or designee.

g. Claims for payment must be received by DSHS no later than sixty (60) days from the date services were rendered.

h. DSHS will make payment within thirty (30) days of receipt of a properly completed billing packet. DSHS will generate payment through the DSHS Social Service Payment System (SSPS).

i. DSHS may withhold payment if a complete written referral has not been authorized or if required reports are incomplete or delinquent, i.e., not submitted within 10 working days of the due date.

j. DSHS may, at its sole discretion, withhold payment requested by the Contractor for services rendered if Contractor fails to satisfactorily comply with any terms and conditions of the Contract.

8. Services Authorized as Needed

CA shall request services from the Contractor on an as-needed basis. This Contract does not obligate CA to authorize services from the Contractor.

9. Payment Only for Authorized Services

DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, DSHS shall pay only for services authorized and provided through the date of termination.

10. Funding Stipulations

a. Information for Federal Funding. The Contractor shall cooperate in supplying any information to DSHS that may be needed to determine DSHS or the client's eligibility for federal funding.

b. Duplicate Billing. The Contractor must not bill other funding sources for services rendered under this Contract which would result in duplicate billing to different funding sources for the same service. Furthermore, the Contractor shall ensure that no subcontractor bills any other funding sources for services rendered under this Contract, which would result in duplicate billing to different funding sources for the same service.

c. No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds without the prior written permission of DSHS.

d. Supplanting. The Contractor shall use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended for services provided under this Contract.

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Special Terms and Conditions

11. Recovery of Fees for Noncompliance

In the event the Contractor bills for services provided and is paid fees for services that DSHS later finds were either (a) not delivered or (b) not delivered in accordance with applicable standards or the requirements of this Contract, DSHS shall have the right to recover the fees for those services from the Contractor, and the Contractor shall fully cooperate during the recovery process.

12. Overpayments and Assertion of Lien

In the event that DSHS establishes overpayments or erroneous payments made to the Contractor under this Contract, DSHS may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, and/or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to DSHS.

13. Prohibition of Use of Funds for Lobbying Activities

The Contractor shall not use funds payable under the Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of any state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

Any act by the Contractor in violation of this prohibition shall be grounds for termination of this Contract, at the sole discretion of DSHS, and shall subject Contractor to such monetary and other penalties as may be provided by law.

14. Business/Financial Assessment

The Contractor authorizes DSHS to obtain a financial assessment and/or credit report of the Contractor's corporation and/or business, and of the principal owner(s) of the corporation and/or business, at any time prior to or during the term of this Contract. A "principal owner" includes person(s) or organization(s) with a 25% or more ownership interest in the business.

DSHS may deny, suspend, terminate, or refuse to renew or extend a contract if, in the judgment of DSHS, the Contractor, or any partner, managerial employee of the Contractor, or an owner of 50% or more of the Contractor entity, or a principal owner who exercises control over the Contractor's daily operations:

a. Has a credit history which could adversely affect the Contractor's ability to perform the contract

b. Has failed to meet a financial obligation as the obligation fell due in the normal course of business; or

c. Has filed for bankruptcy, reorganization, or receivership within five years of the start date of the contract.

15. Investigations of Contractor or Related Personnel

a. DSHS may, without prior notice, suspend the Contractor's performance of the Contract if the Contractor, or any partner, officer or director of the Contractor, or a subcontractor, or any employee

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or volunteer of the Contractor or a subcontractor, is investigated by DSHS or a local, county, state or federal agency regarding any matter that, if ultimately established, could either:

(1) Result in a conviction for violating a local, state or federal law, or

(2) In the sole judgment of DSHS, adversely affect the delivery of services under this Contract or the health, safety or welfare of DSHS clients.

b. DSHS may also take other lesser action, including, but not limited to, disallowing the subject of the investigation, whether an employee, volunteer, or other person associated with the Contractor or a subcontractor, from providing services, or from having contact with DSHS clients, until the investigation is concluded and a final determination made by the investigating agency.

16. Removal of Individuals from Performing Services

a. In the event that any of Contractor's employees, subcontractors, or volunteers who provide services under this Contract do not meet qualifications required by this Contract or do not perform the services as required in this Contract, DSHS may require that Contractor assure DSHS that such individual will not provide services to DSHS clients under this Contract.

b. DSHS shall notify the Contractor of this decision verbally and in writing and the Contractor shall, within 24 hours, disallow that person from providing all services to DSHS clients. Failure to do so may result in a Corrective Action Plan and possible suspension or termination of this Contract.

17. Compliance with Corrective Action Plan

In the event that DSHS identifies deficiencies in Contractor's performance under this Contract, DSHS may, at its option, establish a Corrective Action Plan. When presented with a Corrective Action Plan, Contractor agrees to undertake the actions specified in the plan within the timeframes given to correct the deficiencies. Contractor's failure to do so shall be grounds for termination of this Contract.

18. Resolution of Differences

In the event of any differences between the parties on matters related to the interpretation and implementation of this Contract, the parties shall first attempt to resolve the difference informally between themselves at the local or regional level, by following the regional conflict resolution process.

If the parties are unable to resolve their difference as stated above, then either party may submit a request for dispute resolution as provided in the section, "Disputes."

A copy of the regional conflict resolution process is available from the DSHS contact person listed on page 1 of this contract.

19. Insurance

The Contractor shall at all times comply with the following insurance requirements.

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $2,000,000. The policy shall include liability arising out of the parties' performance under this Contract, including but

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not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

In lieu of general liability insurance mentioned above, if the contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insured's.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insured.

b. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: $1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an additional insured.

c. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - $1,000,000; Aggregate - $2,000,000.

d. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

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e. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

f. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

g. Separation of Insured's

All insurance policies shall include coverage for cross liability and contain a "Separation of Insured's" provision.

h. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VIII or better.

i. Evidence of Coverage

The Contractor shall, upon request by DSHS, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Washington State Department of Social and Health Services as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

The Contractor shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

j. Material Changes

The insurer shall give the DSHS point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

k. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

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l. Waiver

The Contractor waives all rights, claims and causes of action against the State of Washington and DSHS for the recovery of damages to the extent said damages are covered by insurance maintained by Contractor.

20. Disputes

a. Either party who has a dispute concerning this Contract may submit a written request for dispute resolution. The amount of any rate set by law, regulation, or DSHS policy is not disputable. A party's written request for dispute resolution must include:

(1) A statement identifying the issue(s) in dispute; and

(2) Contractor's name, address and contract number.

b. The request must be mailed to the following address within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which is disputed.

c. A copy of the current Children's Administration's dispute resolution process is available at any time by written request.

d. Requests for dispute resolution or for a copy of the current Children's Administration's dispute resolution process should be sent to:

DSHS/Children's Administration
Attention Contracts Management Unit
P.O. Box 45710
Olympia, WA 98504-5710

e. This dispute resolution process is the sole administrative remedy available under this Contract

21. Addressing Diversity

In providing services to DSHS clients under this Contract, the Contractor shall adhere to the principles of the Children's Administration Diversity Charter, which principles include but are not limited to the following:

- Non-discrimination;
- Exceptional customer service;
- Diversified, individualized, responsive and inclusive services;
- Services that meet the cultural and ethnic needs of clients;
- Equal opportunity for the workforce.

To ensure compliance with the above requirement, the Contractor shall be familiar with the CA Diversity Charter, which can be accessed at http://www1.dshs.wa.gov/pdf/publications/22-1108.pdf

22. Braam Considerations

In the event that Children's Administration should need to include additional requirements relating to the services provided under this Contract, as part of CA's obligation to meet the requirements of Braam v. State of Washington, the parties agree to negotiate in good faith the incorporation of such additional

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requirements in this Contract, either by an amendment to this Contract or by a revised contract that would replace this Contract.

23. Data Security – Sole Proprietors. Sole Proprietors shall comply with the following requirements:

a. The Contractor shall instruct all staff, subcontractors and volunteers that confidential information may not be shared in any form except to provide services as required under this contract. This restriction applies to voice conversations, data in any electronic format, data in any paper format, and all other forms of communication.

b. The Contractor shall ensure that all staff, subcontractors and volunteers understand and agree that:

(1) Confidential information in any form must not be left unattended; and

(2) Any loss or misplacement of confidential information must be promptly reported to the Contractor, who must report it to DSHS within one day, in accordance with General Terms and Conditions, Section 6.

c. **Data Transport**. When transporting DSHS Confidential Information electronically the Data will be encrypted. This includes any transmission of the Data over the Internet in any manner including, but not limited to, email outside of their own network.

d. **Protection of Data**. If the Contractor stores DSHS Data on any of the following media, the data will be protected as described. Storage of the data on any other medium is not allowed unless specifically allowed within the Special Terms and Conditions.

(1) **Hard disk drives, CDs, DVDs, USB Flash thumb drives, or any form of portable electronic media**. Data stored on hard disks, CDs, DVDs, or USB flash drives, or any form of portable electronic media must be encrypted and stored in an area or place to which only the Contractor or authorized Contractor staff has access. Only authorized Contractor staff may access the data, and a Unique User ID and Hardened Password, or other authentication mechanism which provides equal or greater security, such as biometrics or smart cards, must be used to control access to the data.

At the end of the contract period or when no longer needed, the Data must be deleted. The Data must be destroyed in accordance with sub section f. if the hard disk is removed from service.

Any system containing DSHS data, including PCs, laptops, or servers, must:

(a) Be encrypted

(b) Be manually locked to prevent unauthorized access. Such system must be set to lock automatically after no more than 20 minutes of inactivity.

(c) Be physically inaccessible to unauthorized individuals.

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

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(3) **Cloud storage.** DSHS data may not be stored on any medium not controlled by the Contractor. Storage on any Internet service such as DropBox, iCloud, Amazon Web Services, or any other Internet based storage system is not allowed.

(4) **Data stored for backup purposes.**

(a) DSHS data 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. Such media will be protected as otherwise described in this exhibit. 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 in subsection f. Data Disposition

(b) DSHS 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 in subsection f. Data Disposition.

e. **Data Segregation.**

(1) DSHS 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.

(2) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

(3) 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.

f. **Data Disposition.** When contracted work has been completed or when no longer needed, except as noted in subsections d (1) and d (4) (b) above, 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 Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or 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.

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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

g. **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.

h. If the Contractor cannot protect the Data as articulated within this Contract, including Data shared with a subcontractor, then the Contractor must immediately contact the DSHS Contact prior to signing this contract.

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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. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.

   b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

   c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Data Transport**. When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:

   a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;

   b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.

3. **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**. 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**. 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 Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured 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 Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. 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 Secured 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 Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

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 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 specifically 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 with a key length of at least 128 bits

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method 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.

Physically Secure the portable device(s) and/or media by

(d) Keeping them in locked storage when not in use

(e) Using check-in/check-out procedures when they are shared, and

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(f) Taking frequent inventories

(2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

(3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. **Data stored for backup purposes.**

(1) DSHS data 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 in Section 5. Data Disposition

(2) DSHS 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 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 in Section 5. Data Disposition.

4. Data Segregation.

a. DSHS 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.

b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,

c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

e. 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.

f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

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g. 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.

5. **Data Disposition**. When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, 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 Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or 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

6. **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.

7. **Data shared with Subcontractors**. If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

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STATEMENT OF WORK
PROFESSIONAL SERVICES

ORGANIZATION OF STATEMENT OF WORK

1. Intent of Services
2. Authorization of Services and Referral
3. Face to Face Services
4. Services Provided
5. Community Protection Team
6. Consultation
7. Family Centered Practice Model
8. Notifications
9. Reports

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The Contractor shall ensure that services provided under this Contract at all times meet the specifications described in this Statement of Work Exhibit.

1. Intent of Services

The intent of the services to be provided under this Contract is to deliver professional level services as described in Section 4 of this Statement of Work.

2. Authorization of Services and Referral

The Contractor shall provide services only upon receipt of and in accordance with the provisions of a written service authorization form issued by DSHS.

3. Face to Face Services

The Contractor shall provide services to the client or client's family face-to-face, i.e., in the same room. Electronic contact is not acceptable except as a reasonable accommodation for a client or family member with a disability requiring electronic communication.

4. Services Provided:

a. Parenting Instruction

(1) Minimum Qualifications

(a) The Contractor shall have education, training, and demonstrated successful experience in providing parenting instruction to parents dealing with issues of abuse and/or neglect.

(b) The Contractor shall be licensed or certified to provide Counseling as required by RCW 18.19 and the Washington State Department of Health (http://www.doh.wa.gov/hsqa/Counseling)

(2) **The Contractor shall:**

(a) Provide instruction in parenting to include the subjects of normal child development, age appropriate expectations, appropriate discipline and dealing with the special needs of the child. The instruction shall have the goals of increasing the parents' knowledge of parenting and development of practical skills in parenting.

(b) Provide instruction to individuals or to a group as authorized by the CA Social Worker.

(c) At the request of DSHS, provide consultation to DSHS on specific cases.

(3) **Reports**

Reports shall be submitted by secure email and, at a minimum, shall include:

(a) Dates, duration and location of parenting instruction contacts.

(b) Subjects covered.

(c) Parent's response to the services.

(d) Parent's progress, including skills learned and practiced.

5. Community Protection Team

The Contractor shall participate in Community Protection Team (CPT) meetings or prognostic staffings, when requested by CA to attend specific meetings or staffings. Provide written reports for CPT meetings or prognostic staffings when requested by CA by secure email.

6. Consultation

The Contractor shall secure outside consultation from individuals recognized in the community as having expertise to provide peer consultation on a regular basis in conducting client evaluations, assessments, counseling, treatment planning, and other contracted services. Outside consultations shall be secured at no cost to the client or DSHS. The Contractor shall:

a. Maintain and have available as part of the Contractor's regular business records, a list of consultants who are utilized and available for consultation;

b. Ensure that peer consultation with other consultants is an integral part of service delivery;

c. Maintain a log or other form of written record(s) to document use of consultants and frequency of consultation, which information shall be available to DSHS on request;

d. Ensure that during and following any consultation, the consulting professional and the provider will observe all confidentiality rules associated with patient information that are required by law and by their professions.

7. Family Centered Practice Model

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The Contractor shall provide services consistent with Solution Based Casework, the family-centered practice model used by the Children's Administration. It shall be the Contractor's responsibility to obtain information on Solution Based Casework from CA. Information about Solution Based Casework is available at http://www.dshs.wa.gov/ca/about/sbc.asp

8. Notifications

The Contractor shall notify CA in accordance with Exhibit B – Program Requirements, Section 6 as described below if any of the following situations occur. Verbal notification and/or written notification sent by fax or secure e-mail shall be made within the time lines stated.

a. **Immediate notification to CA.** Immediate notification to CA requires the Contractor to:

(1) Speak with, or leave a voice mail for, the child's assigned social worker or their immediate supervisor; AND

(2) Provide written documentation of concerns to the child's assigned CA social worker within 24 hours from the telephone contact via fax or secure e-mail.

b. **Immediate notification is required in the following situations:**

(1) **Safety Concerns.** The Contractor must provide immediate notification to CA when they become aware of:

(a) An allegation of child abuse or neglect;

(b) A parent/child relapses with drugs/alcohol;

(c) A safety plan that is not followed by the mutually agreed parties;

(d) A new safety concern arises that is not addressed in the safety plan; and/or

(e) Any safety concerns related to a missed visit.

(2) **Unusual Incidents.** The Contractor must provide immediate notification to CA when they become aware of an unusual incident which may impact the child's health, safety or wellbeing, the child's living situation or permanent plan.

Examples of unusual incidents include, but are not limited to:

(a) Physical self-abuse or abuse of others;

(b) Sexual assaults or sexual behaviors that are age inappropriate;

(c) Severe behavioral incident(s) unlike the child's ordinary behavior;

(d) Running away;

(e) Any incident that necessitates medical attention or hospitalization;

(f) An unexpected adverse reaction to medication, food, etc.;

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(g) A child's caregiver, or person incorporated into the child's safety plan, is injured or dies.

c. Notification within 24 hours is required in the following situations:

(1) **Missed Appointment**. The Contractor shall notify the child's assigned CA social worker in writing by fax or secure email within 24 hours if a client misses a scheduled visit or requests to reschedule visits.

(2) **Change of Address**. The Contractor shall notify the child's assigned CA social worker in writing by fax or secure email within 24 hours when the Contractor learns a parent has a change of address.

9. Reports

a. The Contractor shall produce the written reports and other written documents indicated in the Statements of Work. Written reports shall be submitted not less than quarterly, and shall be typed in a form suitable for court presentation.

b. Written reports must be submitted in a protected format by secure email to the referring CA Social Worker or as prescribed by CA. The DSHS Secure E-mail User Guide is available at http://www.dshs.wa.gov/pdf/ca/SecureE-mail-External-Users.pdf

c. DSHS may withhold payment to the Contractor if reports required under this Contract are delinquent, i.e., not submitted within 10 working days of the due date, or incomplete, or not suitable for court presentation.

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PROGRAM REQUIREMENTS
PROFESSIONAL SERVICES

ORGANIZATION OF PROGRAM REQUIREMENTS

1. Licensing or Statutory Requirements
2. Required License in Good Standing
3. Degree Requirements
4. Staff and Subcontractor Training
5. Background Checks
6. Health and Safety of CA Client Children
7. Domestic Violence Perpetrator
8. Corporal Punishment Prohibited
9. Smoking Prohibited in Presence of Client Children and Foster Youth
10. Transportation of Children
11. Culturally Relevant Services
12. Interpretation and Translation
13. Confidentiality – Additional Requirements
14. Client Records
15. Administrative Records
16. Personnel and Subcontractor Records
17. Auditing and Monitoring
18. Operating Procedures
19. Office of the Family and Children's Ombudsman

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The Contractor shall ensure that all qualifications for employees, volunteers, or subcontractors, performance expectations and program requirements for services provided under this Contract at all times meet the specifications described in this Program Requirement Exhibit.

1. Licensing or Statutory Requirements

a. The Contractor shall meet or exceed all minimum licensing, certification or registration requirements or other requirements as required by statute.

b. When licensing, certification, registration or other statutory requirements differ from contract requirements, the Contractor shall meet whichever requirement imposes the higher standard. Any variance from such requirements shall require a licensing waiver from the issuing agency.

c. In the event the Contractor's license or certification is revoked, or the license expires and an application for renewal is not pending, this Contract shall be suspended, without the necessity of written notice from DSHS, as of the effective date of revocation or the actual date of expiration. In the case of revocation, this Contract shall then be terminated in accordance with the terms of this Contract, and such termination shall be effective as of effective date of revocation.

2. Required License in Good Standing

a. If the Contractor or any of the Contractor's staff are required to be licensed or certified to provide any of the services under this Contract, the required license or certification must be in good standing at all times during the term of the Contract.

b. In the event that a required license or certification is suspended, or has any limitations or restrictions are placed on it, the Contractor shall immediately notify the DSHS contact person listed on page 1 of this contract.

3. Degree Requirements

The Contractor shall ensure that any degrees required of the Contractor or the Contractor's staff under this Contract, or by statute, shall meet the following requirements before the Contractor shall provide services under this Contract:

a. The degree must be awarded following successful completion of a required course of instruction undertaken by the recipient of the degree;

b. The degree must be awarded by a public or private 4-year or 5-year college, university, community college, trade or vocational school, or other institution of higher education in the United States that is accredited by the Council for Higher Education Accreditation (CHEA) or an accreditation organization recognized by the Council for Higher Education Accreditation, or by one of the following regional accreditation boards for the United States:

(1) MSA – Middle States Association

(2) NWCCU – Northwest Commission on Colleges and Universities

(3) NCA – North Central Association of Colleges and Schools

(4) NEASC – New England Association of Schools and Colleges

(5) SACS – Southern Association of Colleges and Schools

(6) WASC – Western Association of Schools and Colleges

c. If the degree has been awarded by a tribal college, university, community college, trade or vocational school, it must be accredited by one of the above regional accreditation boards or other accreditation organization recognized by the American Indian Higher Education Consortium, which may be accessed at: www.aihec.org.

d. If the degree has been awarded by a foreign educational institution outside of the United States, it must be qualified in the country in which it is located to provide the course of instruction leading to that degree, and must be accredited by an accreditation organization recognized as such in the country in which it is located or recognized by the Council for Higher Education Accreditation.

e. The Council for Higher Education Accreditation (CHEA) is located at One Dupont Circle NW, Suite 510, Washington, DC 20036-1135 and may be accessed at: www.chea.org.

f. Failure to comply with the degree requirements of this section shall be grounds for termination of this Contract.

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4. Staff and Subcontractor Training

The Contractor shall provide training for staff and subcontractors as follows:

a. Confidentiality Training/Information. The Contractor shall provide training and information concerning client confidentiality, in compliance with contract requirements.

b. Mandated Reporter Training

(1) The Contractor shall ensure that all current employees and volunteers, who are mandated reporters or who have access to children, read and/or view the materials in CA's Mandated Reporter Toolkit within 30 days of the effective date of a first time CA Contract and annually thereafter; and that all newly hired employees and volunteers who are mandated reporters or who have access to children read and/or view the materials in the Mandated Reporter Toolkit within two (2) weeks of initial employment. After reading and reviewing the materials, each employee shall sign and date a statement acknowledging his or her duty to report child maltreatment and affirming that he or she understands when and how to report suspected child abuse or neglect. The Contractor shall retain the signed statement in each individual's personnel file.

(2) The Contractor shall either obtain a copy of the Mandated Reporter Toolkit from DSHS, or access the Mandated Reporter Toolkit online at the following address: http://www.dshs.wa.gov/ca/safety/abuseReport.asp?2.

5. Background Checks

a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.

b. This requirement does not apply to currently licensed foster parents who are affiliated with the Contractor. Licensed foster parents are subject to the criminal history background provisions associated with obtaining and maintaining a current foster license.

c. The Contractor shall ensure a criminal history background check pursuant to RCW 43.43.832, 43.43.834, RCW 43.20A.710 and WAC 388-06 has been completed through DSHS for all current employees, volunteers, and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers and subcontractors who may have unsupervised access to children served under this contract.

d. The Contractor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by DSHS.

e. The Contractor shall ensure that no employee, volunteer or subcontractor, including those provisionally hired pursuant to RCW 43.43.832(7), has unsupervised access to children served under this contract, until a full and satisfactory background check is completed and documentation, qualifying the individual for unsupervised access, is returned to the Contractor.

6. Health and Safety of CA Client Children

a. If the Contractor determines that there are additional health and safety concerns, suspected substance abuse, or other presenting problems which were not stated in the CA referral, the Contractor shall immediately report this information to the referring CA social worker and, if

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appropriate to CPS Intake. The Contractor shall follow such verbal notification by written notification within 24 hours to the CA social worker and to CPS Intake.

b. Contractors are mandated reporters under Chapter 26.44.030 RCW. The Contractor shall immediately report all instances of suspected child abuse and neglect to (1) Child Protective Services (CPS) Intake and (2) the referring CA social worker. The Contractor shall follow verbal notification by written notification within 24 hours to the CA social worker and to CPS Intake.

c. CPS Intake shall make the determination of whether the referral constitutes an allegation of child abuse or neglect that shall be accepted for investigation, as a possible licensing compliance issue, or as a matter of "information only".

d. Written notification required by the Contractor shall include notification by fax or by secure e-mail.

7. Domestic Violence Perpetrator Treatment

Domestic violence perpetrator treatment, when authorized under this Contract, shall be provided only when the Contractor's treatment program is certified by DSHS under RCW 26.50.150 at the time that services are provided. Contractor staff providing treatment services must be qualified and must be approved by DSHS to provide direct treatment to domestic violence perpetrators in accordance with Chapter 388-60 WAC, specifically WAC 388-60-0315 and WAC 388-60-0325.

8. Corporal Punishment Prohibited

Corporal punishment of children in the Department's care or custody is prohibited. Corporal punishment is any act which willfully inflicts or causes the infliction of physical pain on a child. The Contractor, and the Contractor's agents and employees, shall not administer corporal punishment to children served under this Contract.

9. Smoking Prohibited in Presence of Client Children and Foster Youth

Smoking in the presence of client children is prohibited including, but not limited to, the following circumstances:

a. When transporting client children under age 18 and foster youth 18 to 21 years of age;

b. When there is direct contact with client children under age 18 and foster youth 18 to 21 years of age, such as talking with a child or accompanying a child, even when in a public place where smoking may otherwise be permitted.

10. Transportation of Children

The Contractor shall only provide transportation that is safe, reliable, and in conformance with state and federal safety laws. Specifically, that:

a. Drivers shall be age 21 or older, have a current valid driver's license for the classification of motor vehicle operated, have proof of liability insurance, and successfully pass a DSHS/CA background check.

b. Drivers shall at all times comply with the child passenger restraint requirements of RCW 46.61.687 when transporting children or providing transportation to children served under this Contract. Current child passenger restraint requirements may be accessed at http://www.800bucklup.org/.

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c. Driver and/or other staff accompanying clients in the motor vehicle shall have current first aid and cardiopulmonary resuscitation (CPR) training.

d. Motor vehicle is maintained in safe operating condition.

e. Number of passengers does not exceed the seating capacity of the motor vehicle.

f. Motor vehicle is equipped with appropriate safety devices and individual seat belts which shall be used when the vehicle is in motion.

g. **The Contractor shall ensure that no transportation of DSHS clients occurs unless an auto insurance policy that covers the transportation of DSHS clients is in effect.**

h. DSHS shall have discretion to disallow any employee, subcontractor, or volunteer of the Contractor from providing transportation to DSHS clients.

11. Culturally Relevant Services

The Contractor shall provide appropriate, accessible, and culturally relevant services to clients and their families. Service delivery shall be culturally competent and responsive to each client's cultural beliefs and values, ethnic norms, language needs, and individual differences. Contractors are encouraged to employ a diverse workforce that reflects the diversity of the clientele and the community. The Contractor shall have a written recruitment policy which demonstrates that the Contractor is an equal opportunity employer.

12. Interpretation and Translation

a. The Contractor shall provide Limited English Proficient (LEP) clients with certified or otherwise qualified interpreters and translate documents.

b. The Contractor shall provide deaf, deaf-blind, or hard of hearing clients with the services of a certified sign language interpreter.

c. Interpreter and translation services shall be provided at no cost to the client. All interpreter and translation costs shall be the financial responsibility of the Contractor. These costs are included in the contracted rate.

d. Extraordinary costs, which create an undue hardship for the Contractor in providing interpretation and/or translation services to an individual client, may be reviewed and addressed for supplemental reimbursement by the CA Regional Administrator or designee on a case by case basis.

13. Confidentiality – Additional Requirements

This Contract imposes the following additional requirements to the section titled *Confidentiality*, set forth as one of the General Terms and Conditions of this Contract:

a. **Consent by Minor.** The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information of a minor except as provided by law or with the prior written consent of the minor's parent, legal representative or guardian. If a child is a dependent of Washington State, then prior written consent must be obtained from DSHS.

b. **Encrypted Email Account.** The Contractor shall use an encrypted email account for electronic

draft

submissions which contain Confidential, and Personal Information, as defined in the General Terms and Conditions. Information regarding encrypted email accounts can be obtained at CA's website, located at: http://www.dshs.wa.gov/ca/partners/intro.asp.

14. Client Records

The Contractor shall maintain individual client records and shall promptly submit to DSHS a copy of such records upon request. At a minimum, individual client records must include:

a. Information regarding CA referral, intake, assessment, and Individual Family and Service Plans.

b. Hours of service provided to client to include: date of service, type of service, number of hours provided, outcome of service, the number of home visits provided, recommendations and conclusions.

c. Clinical consultation log.

d. Description of family's progress in complying with case plans.

e. Contacts with the family to include:

(1) Date of contact.

(2) Name of member(s) present.

(3) Charting notes.

f. Documentation of all service contacts.

15. Administrative Records

The Contractor shall retain the following administrative records:

a. Fiscal records that shall substantiate costs charged to DSHS under this Contract;

b. Documentation of all audits, [illegible] reviews, contract monitoring reports, and corrective action reports and actions taken. Documentation of all costs associated with service provided under this Contract.

c. Recruitment policy which demonstrates that Contractor is an equal opportunity employer;

d. Personnel policy reflecting CA policy requirements re "Smoking Prohibited in Presence of Client Children and Foster Youth;"

e. Copy of the Certificate of Insurance for each subcontractor; and

f. Protected group data:

(1) A list of current staff by position that addresses date of birth, sex, and identified protected group status, including race, Vietnam Era Veteran, Disabled Veteran, and person of disability.

(2) A list of all clients served that addresses date of birth, sex, and race.

When collecting protected groups data, the Contractor shall inform staff and clients that:

draft

(a) *The furnishing of the information is entirely voluntary; and*

(b) *The refusal to furnish the data shall not have adverse effects.*

16. Personnel and Subcontractor Records

The Contractor shall retain the following records on (1) all of Contractor's staff and employees, whether full-time or part-time, (2) volunteers, who may have contact with DSHS clients in performing duties or providing services under this Contract:

a. DSHS criminal history background check approval;

b. Any other criminal history background checks;

c. Current license(s), registration(s), or certification(s) to practice in the state of Washington and/or in the state in which services are provided, as applicable;

d. Proof of degree(s), if required, and transcripts from college or other school awarding any degree(s) required under this Contract for service provision;

e. Documentation of academic history and credentials, as applicable;

f. Employment and experience history;

g. Job description;

h. Annual performance evaluations;

i. Training records, as applicable;

j. Hours worked and payment records;

k. Proof of driver's license and automobile liability insurance, if staff or subcontractor provides transportation to DSHS clients.

l. Staff training log;

m. Signed statements acknowledging duty to report child maltreatment

n. Signed statements to adhere to confidentiality of client information; and

17. Auditing and Monitoring

a. If the Contractor is required to have an audit or if an audit is performed, the Contractor shall forward a copy of the audit report to the DSHS Contact listed on page 1 of this Contract.

b. If federal or state audit exceptions are made relating to this Contract, the Contractor must reimburse the amount of the audit exception, and any other costs including, but not limited to, audit fees, court costs, and penalty assessments.

c. The Contractor shall be financially responsible for any overpayments by DSHS/CA to the Contractor. The Contractor shall be financially responsible for any audit disallowances resulting

draft

from a federal or state audit which resulted from an action, omission or failure to act on the part of the Contractor.

d. DSHS may schedule monitoring visits with the Contractor to evaluate performance of the program. The Contractor shall provide at no further cost to DSHS reasonable access to all program-related records and materials, including financial records in support of billings, and records of staff time.

18. Operating Procedures

a. In collaboration with CA, the Contractor shall develop written operating procedures, which set forth procedures for the day-to-day operation and conduct of activities under this Contract. Such procedures must be in accord and consistent with, and shall not conflict with, the provisions of this Contract. The written operating procedures shall address, at a minimum:

(1) Referral process steps;

(2) Communication links (contact persons);

(3) Case updating requirements;

(4) Case termination and extension procedures;

(5) Scheduling process;

(6) Training collaboration, if any;

(7) Report and feedback process;

(8) Emergency procedu

b. The Contractor shall submit a copy of the written operating procedures to the DSHS Contact identified on page 1 of this Contract.

c. The Contractor and CA shall each retain a copy of the written operating procedures.

19. Office of the Family and Children's Ombudsman (OFCO)

a. The Contractor shall release records relating to services provided to youth that are dependent under Chapter 13.34 RCW to the OFCO. The Contractor can release records for dependent youth under Chapter 13.34 without the consent of a dependent youth's parent or guardian or the youth if the youth is under the age of 13 years, unless law otherwise specifically prohibits such release.

b. The Contractor shall notify the CA headquarters Program Manager when the OFCO makes a request for records.

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Referring Office: **Exhibit D**

PROFESSIONAL SERVICES BILLING STATEMENT

Provider Name Provider Number

Street City State Zip

Provider Phone Number: _____

Client Name **Case Number** **Date Bill Submitted**

CA Social Worker Street City State Zip

Name of counselor providing direct service Degree
Certification/Registration #
TYPE OF REFERRAL

- ☐ Psychosocial Evaluation
- ☐ Counseling, Therapy, Treatment
- ☐ Parent Instruction
- ☐ Parent Assessment
- ☐ Domestic Violence Perpetrator Treatment
- ☐ Sexual Deviancy Evaluation (adults only)
- ☐ Developmental Assessment
- ☐ Chemical Dependency Assessment/Treatment

DATE	SERVICE DESCRIPTION (face to face, reports etc.)	HOURS	RATE	AMOUNT
	TOTALS			
			TOTAL DUE	

REPORT ATTACHED: ☐ YES ☐ NO

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Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: _____

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCC	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ [illegible]ir	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prose[illegible]	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ [illegible]C	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ Sh[illegible]	☐ Other

draft

AG[illegible]DA ITEM REQUEST

Please fill out in full or the request may be retur[illegible] for mo[illegible]formation. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE:	Health & Human S[illegible]ices	DIVISION (if applicable):	
OFFICIAL NAME & TITLE:	Katie Lindstrom, D[illegible]uty Directo[illegible]	PHONE / EXT:	2648
SIGNATURE:	Katie O[illegible]	DATE:	12-12-13

NARRATIVE OF REQUEST

Requesting approval to advertise in the Chinook Observer for the Human Services Programs Manager position that will be vacated by Monica Younger at the 2nd of the month. The position provides management and coordination of the Drug Free Communities Grant program in south county. It is normally paid at a grade 15 on the management scale, but I would like to request that the pay range for the position be underfilled to a grade 12 on the management scale ($18.76-23.87/hour). This adjustment is necessary due to budget restrictions. The position is grant funded out of the Drug Free Communities Grant. The expense for the position is part of the approved 2014 county budget and will not require a supplement. Please contact me at ex 2648 with any questions. The position will be a .90 FTE.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: 12/17/13

Board of Pacific County Commissioners
PO Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360-875-9337 / Fax 360-875-9335
knoren@co.pacific.wa.us

Agenda Item #:

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Initial: Date:

BOCC ACTION:

- [ ] APPROVED
- [ ] DENIED
- [ ] NO ACTION TAKEN/WITHDRAWN
- [ ] DEFERRED TO:
- [ ] CONTINUED TO DATE: TIME:
- [ ] Other:

Review:

- [ ] Clerk of the Board
- [ ] Risk Management
- [ ] Legal

DISTRIBUTION LIST:

- [ ] RF
- [ ] CF
- [ ] SEA
- [ ] Assessor
- [ ] Auditor
- [ ] Clerk
- [ ] Civil Service
- [ ] DCB
- [ ] DPW
- [ ] EMA
- [ ] Health
- [ ] Juvenile
- [ ] NDC
- [ ] CCOM
- [ ] P
- [ ] Prosecuto
- [ ] Sheri
- [ ] Superior Court
- [ ] Treasurer
- [ ] Vegetation Mgmt
- [ ] WSU Coop. Ext.
- [ ] Other

draft

AGE A ITEM REQUEST

Please fill out in full or the request may be re more i mation.
Also, please attach all pertinent document on.

Res. 2010-013 EXHIBIT A

DEPARTMENT/OFFICE: PCSO	DIVISION (if applicable): Patrol
OFFICIAL NAME & TITLE: Scott L. Johnson, Sheri	PHONE / EXT: 3395
SIGNATURE:	DATE: 12/11/13

NARRATIVE OF REQUEST

See attached

RECOMMENDED MOTION

Debbie Allison

From: Scott Johnson
Sent: Wednesday, December 11, 2013 12:58 PM
To: Debbie Allison
Subject: Agenda Request

Request is to purchase two 2009 Honda 1300 fully equipped motor units (less radios) from the King County Sheriff's Office for a maximum amount of $32,915 plus tax (total for both units). $12,000 in funding is to be obtained from the Washington Traffic Safety Commission. Request to surplus S-178 Ford CVPI patrol car, and use the current fund balance of approx.. $30,125.00 to cover the balance of $20,915 plus tax). Motor units are to be used primarily for county road traffic policing, school zone enforcement, and special events (Columbia Crossing, parade, Rod [illegible] 4th of July traffic control). Radios to be purchased from the existing ER+R radio account. This proposal requires no general fund contributed capita[illegible]

Scott L. Johnson

PACIFIC COUNTY SHERIFF

360-875-9395 Office
360-875-9393 Fax
360-875-9397 Dispatch

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WARNING - FOR POLICE USE ONLY - NOT FOR PUBLIC DISTRIBUTION

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Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: 12/18/13

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ [illegible]COM[illegible]	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ P[illegible]	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosecutor	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ S[illegible]	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ [illegible]heriff	☐ Other

draft

AGE[illegible]A ITEM RE[illegible]ST

Please fill out in full or the request may be return[illegible]r more [illegible]rmation. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Sheriff's Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Scott Johnson, She[illegible]	PHONE / EXT: x3395
SIGNATURE: Scott L. John[illegible]	DATE: 12/11/13

NARRATIVE OF REQUEST

Confirm the appointment of Denise Rowlett to Chief Deputy (management grade 14, step 8) effective January 1, 2014.

Confirm the appointment of Scott McDougall to Deputy Director of Emergency Management (management grade 13, step 4) effective January 1, 2014.

Employee change forms are attached.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

PACIFIC COUNTY

☐ New Employee / ☒ Change in Status Information

INSTRUCTIONS: The original form must be completed, signed and submitted along with your Agenda Request Form to the Board of Commissioners for approval. Detail any special arrangements on the reverse. If after the 10th of the month, please send a copy to Payroll.

Employee Name: Denise Rowlett Phone Number: _____

Physical Address: _____

Mailing Address (if different): _____

PERSONAL INFORMATION for issuance of County ID card (photo can be obtained from General Administration)

DOB: _____ Height: _____ Eye Color: _____ Hair Color: _____

Driver's License #: _____ State: _____

Department/Office: Sheriff's Office

Position Title: Chief Deputy

Phone/Ext.: x2293 Start Date: 01/01/14

Union: Yes ☐ which? _____ No ☒ Grade: 14 Step: 8

Monthly ☒ Hourly ☐ Pay Rate: $4,766 Exempt from Overtime: Yes ☒ No ☐

Position is:

Regular (1.00 FTE) ☒ Regular Part-Time ☐ _____ FTE Casual ☐ Temporary ☐ approx. end date: _____

Charge to BARS #: 001 . 801 . [illegible] . [illegible] . [illegible] (100 %)

_____ . _____ . _____ . _____ (_____ %)

_____ . _____ . _____ . _____ (_____ %)

_____ . _____ . _____ . _____ (_____ %)

NOTE: Percentages must equal 100%.

Signature of hiring official

12/11/13
Date

Board of County Commissioners approved on _____ subject to adequate budget appropriations.

Clerk/Deputy Clerk of the Board

For Payroll Use Only

Position Code _____ Pension Code _____ FICA Code _____ Retirement Code _____

L&I Code _____ SUTA Code _____ Yearly Hours _____

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PACIFIC COUNTY

☐ New Employee / ☒ Change in Status Information

INSTRUCTIONS: The original form must be completed, signed and submitted along with your Agenda Request Form to the Board of Commissioners for approval. Detail any special arrangements on the reverse. If after the 10th of the month, please send a copy to Payroll.

Employee Name: Scott McDougall Phone Number: _____

Physical Address: _____

Mailing Address (if different): _____

PERSONAL INFORMATION for issuance of County ID card (photo can be obtained from General Administration)

DOB: _____ Height: _____ Eye Color: _____ Hair Color: _____

Driver's License #: _____ State: _____

Department/Office: Emergency Management

Position Title: Deputy Director

Phone/Ext.: x3338 Start Date: 01/01/14

Union: Yes ☐ which? _____ No ☒ Grade: 13 Step: 4

Monthly ☒ Hourly ☐ Pay Rate: $3,877 Exempt from Overtime: Yes ☒ No ☐

Position is:

Regular (1.00 FTE) ☒ Regular Part-Time ☐ _____ FTE Casual ☐ Temporary ☐ approx. end date: _____

Charge to BARS #: 102 . 800 . 5 . _____ . _____ (100 %)

_____ . _____ . _____ . _____ (_____ %)

_____ . _____ . _____ . _____ (_____ %)

_____ . _____ . _____ . _____ (_____ %)

NOTE: Percentages must equal 100%.

Signature of hiring official

12/11/13
Date

Board of County Commissioners approved on _____ subject to adequate budget appropriations.

Clerk/Deputy Clerk of the Board

For Payroll Use Only

Position Code _____ Pension Code _____ FICA Code _____ Retirement Code _____

L&I Code _____ SUTA Code _____ Yearly Hours _____

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Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: December 18, 2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ ACCOM	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosecu	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ Sher	☐ Other

draft

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Superior Court	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Michael J. Sullivan, Superior Court Judge	PHONE / EXT: Ext. 2300
SIGNATURE:	DATE: 12/9/13

NARRATIVE OF REQUEST

Attached is the Professional Services Agreement for Drug Court Coordination for BOCC approval.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

PROFESSIONAL SERVICES AGREEMENT
FOR DRUG COURT COORDINATION

Between

THE COUNTY OF PACIFIC

And

WILLIAM WEISS

THIS AGREEMENT is made and entered into by and between **PACIFIC COUNTY** (hereinafter referred to as "the County") and **WILLIAM WEISS** (hereinafter referred to as "Contractor").

IT IS THE PURPOSE OF THIS AGREEMENT to provide case management services with respect to coordination of an adult drug court pilot program.

THERFORE, IT IS MUTUALLY AGREED THAT:

1. **Statement of Work**

The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to, the completion of the Scope of Work tasks set forth in Attachment "A" attached herein.

2. **Period of Performance**

Subject to the termination provisions set forth herein, the period of performance of this Agreement shall commence January 01, 2014, and shall continue in full force and effect through December 31, 2014, unless extension is necessary and agreed upon by both parties.

3. **Compensation and Payment**

Compensation for the work provided in accordance with this agreement shall be as set forth in Attachment "A" to this Agreement.

4. **Taxes**

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. All compensation received by 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

draft

necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from Contractor's performance of this Agreement.

5. **Non-Discrimination**

Contractor is aware that public funds are being used to assist this project. Both parties shall comply with all applicable federal and state non-discrimination laws.

6. **Contractor Licensing**

The Contractor agrees and covenants to furnish to the County proper evidence that the Contractor has fully complied with the State business licensing law.

7. **Defense & Indemnity Agreement**

The County hereby agrees to indemnify and save harmless the Consultant from any claim or liability including negligent acts or omission relating to the performance of this contract that are not covered by and/or exceeded coverage provided to Consultant by the National Association of Social Workers Insurance Trust. Note: Consultant will secure and retain Social Workers Professional Liability Insurance in the amount of $2,000,000 per claim from the National Association of Social Workers (NASW) for the term of this agreement. The County agrees to reimburse Consultant for his costs to join the NASW and pay the professional liability insurance premium up to a cost of $400.

8. **Independent Capacity**

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

9. **Records Maintenance**

The parties to this Agreement shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, the Office of the State Auditor, and federal officials authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration.

10. **Ownership of Items Produced**

All writings, programs, data, public records or other materials prepared by Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County. If Contractor brings forth information that it has developed on its own and considers proprietary, it will identify it as such and this information will be considered Contractor's property.

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11. **Alterations and Amendments**

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

12. **Termination Without Cause**

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

13. **Termination for Cause**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

14. **Termination for Default**

If the Contractor defaults in failing to perform any of the obligations of the contract, the County may, by positive written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until work called for, as may be applicable under Attachment "A", has been fully performed.

15. **Disputes**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The member so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statues and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

draft

16. **Governance**

This contract is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. Venue will be in Pacific County. In the event of an inconsistency in the terms of the Agreement, or between its terms and any applicable status or rule, the inconsistency shall be resolved by giving precedence in following order:

a) applicable state and federal statues rules;
b) statement of work; and
c) any other provisions of the agreement, including materials incorporated by reference.

17. **Assignment**

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

18. **Waiver**

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

19. **Severability**

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end, the provisions of the Agreement are declared to be severable.

20. **All Writing Contained Herein**

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

draft

21. **Contract Management**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement. The County's contact person is County Administrative Officer, Kathy Spoor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below indicated, to become effective as provided herein.

APPROVED BY
SUPERIOR COURT JUDGE:

_____
Michael J. Sullivan

PACIFIC COUNTY
BOARD OF COMMISSIONERS

_____
Lisa Ayers, Chair

_____
Frank Wolfe, Commissioner

_____
Steve Rogers, Commissioner

ATTEST:

_____
Marie Guernsey Date
Clerk of the Board

CONTRACTOR:

_____
William Weiss Date

On file

APPROVED AS TO FORM:

_____
David Burke
Prosecuting Attorney

CONFIRMED BY:

_____
Kathy Spoor
County Administrative Officer

draft

ATTACHMENT "A"

SCOPE OF WORK AND COMPENSATION

Scope of Work

The Contractor shall coordinate the development and implementation of an Adult Drug Court on a pilot basis in Pacific County.

Compensation

(a) Pacific County agrees to pay Contractor for services rendered by Contract hereunder the sum of eighty dollars ($80) per hour. Contractor shall be responsible for his own office supplies and transportation expenses.

(b) The compensation paid to the Contractor shall not exceed the sum of twenty-one thousand eight hundred forty dollars ($21,840) without the formal written approval of the Pacific County Board of Commissioners.

(c) Pacific County shall pay Contractor the full amount billed within thirty (30) days after the date of receipt of Contractor's bill. Contractor agrees to bill Pacific County for all professional services rendered by Contractor pursuant to this Agreement on a monthly basis.

(d) Pacific County shall pay for insurance as noted in #7 of this Agreement.

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Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: December 18, 2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

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Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

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☐ SEA	☐ Clerk	☐ Health	☐ Prosecuto[illegible]	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ [illegible]	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ Sher[illegible]	☐ Other

draft

AGENDA ITEM REQUEST

Please fill out in full or the request may be ret[illegible] for more [illegible]rmation. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Superior Court	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Michael J. Sullivan, Superior Court Judge	PHONE / EXT: Ext. 2300
SIGNATURE: Michael J. Sullivan	DATE: 12/12/13

NARRATIVE OF REQUEST

Attached is the Contract for Interpreter Services for BOCC aproval.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

CONTRACT FOR INTERPRETER SERVICES
PACIFIC COUNTY, WASHINGTON
(Pete Hinton)

THIS CONTRACT is entered into by the Superior Court of Pacific County, hereinafter referred to as "COURT" and Pete Hinton, 1101 N 9th SW. Tumwater, WA 98512, hereinafter referred to as "CONTRACTOR" for the purpose of providing Spanish speaking interpreter services.

SCOPE OF SERVICES

"CONTRACTOR" AGREES TO PROVIDE Spanish speaking interpreter services to the Superior Court, South District Court, and North District Court of Pacific County as requested by the "COURT", which includes Superior or District Court Judges, Court Administration, or Public Defense Attorneys.

SCHEDULING

CONTRACTOR shall place COURTS' interpreter needs, especially trials, in first priority over any other courts or persons.

TERM AND TERMINATION

This contract shall be deemed to have commenced on January 1, 2014 and shall continue through December 31, 2014. Either party may terminate this Contract upon sixty (60) days written notice.

INDEPENDENT CONTRACTOR

All parties agree that the "CONTRACTOR" is providing services under this Contract as an INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF THE "COURT" OR THE COUNTY. As such, the "CONTRACTOR" shall be solely responsible for all insurance (including auto, worker's compensation, business liability etc.), business fees or taxes, income taxes, social security contributions, and any other costs associated with operating a business in the State of Washington. The "CONTRACTOR" shall have and maintain complete control over all its employees, agents, and operations. Further, the "CONTRACTOR" hereby agrees not to make any representation to any third party, nor allow such third party to remain under the misimpression that the "CONTRACTOR" is an employee of Pacific County as it pertains to providing services under this contract.

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CERTIFICATION

The "Contractor" shall be required to be certified as an interpreter as outlined in RCW 2.43 throughout the term of this Contract. Proof of such certification shall be presented to the "COURT". Failure to maintain this certification shall cause immediate termination of this Contract.

COMPENSATION

In consideration for the above services, the "CONTRACTOR" will be paid the annual sum of sixteen thousand six hundred seventy-four dollars ($16,674.00) for 2013. The "CONTRACTOR" will be responsible for any costs associated with providing these services including but not limited to mileage and travel costs, office supplies, or any other "CONTRACTOR'S" overhead expenses. Said compensation shall be paid in twelve (12) monthly payments.

The "CONTRACTOR" agrees to maintain an provi "COURT" with a monthly timesheet of all cases that services have been provided part o is Contract.

INDEMNIFICATIO D HAR LESS

In accepting this Agreement, the CON RAC OR, uding its successors and assigns, does hereby covenant and agree to inde ify and otect d save harmless the COUNTY and its officers and employees fr all cl actions ages of every kind and description which may accrue to or be suf d by a person, partnership, corporation, or other entity of any kind that arise in whole or from entional tort(s), or negligent act(s) or omission(s), or strict liability of the CON RACT or its ployees, agents, successors, or assigns. If the above sentence applies and y suit or n is brought against the COUNTY, its officers, its employees, or any combinat thereof, e CONTRACTOR, including its successors or assigns, shall defend the suit or action r or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

INSURANCE

The CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of $1,000,000 or greater per occurrence and $2,000,000 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state. The CONTRACTOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

draft

ASSIGNMENT AND SUBCONTRACTING

To the extent that this contract might conflict with any law or court rules pertaining to the responsibility of the court to provide indigent defendants with adequate legal representation, the law and the court rules shall control.

NONDISCRIMINATION

The "CONTRACTOR" shall comply with all federal and state nondiscrimination laws, including but not limited to Chapter 49.60 RCW-Washington Law Against Discrimination and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). Any failure to comply with any nondiscrimination law, regulation, or policy is cause for immediate termination of the Contract.

SAVINGS AND SEVERABILITY

In the events any provision or portion thereof contained in this agreement is held to be unconstitutional, invalid, or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Contract shall not be affected and shall remain in full force and effect. Furthermore, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

VENUE

This Contract shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the State of Washington. In the event that any party to this Contract or any subcontractor shall bring suit or action on or arising out of this Contract, it is mutually agreed that such suit or action shall be brought only in Pacific County, Washington.

NOTICE

Should the need arise during the term of this Contract for either party to notify the other of a change of address or for any other purpose, the following contacts shall be used:

For the "COURT"	Pacific County Superior Court Judge Mike Sullivan P.O. Box 67 South Bend, WA 98586
For the "CONTRACTOR"	Pete Hinton 1101 N. 9th Avenue SW Tumwater, WA 98512

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ENTIRE CONTRACT

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by all parties.

Dated this _____ day of _____, 20_____.

SUPERIOR COURT JUDGE:

_____

Michael J. Sullivan Date

CONTRACTOR:

_____

Pete Hinton Date

CONFIRMED BY:
Board of Commissioners
Pacific County, Washington

_____

Lisa Ayers, Chair Date

ATTEST:

_____

Clerk of the Board Date

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Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: 12/18/2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCO	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ [illegible]ir	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prose[illegible]	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ [illegible]C	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ Sh[illegible]	☐ Other

draft

AG[illegible]DA ITEM [illegible]UEST

Please fill out in full or the request may be retu[illegible] for mo[illegible]formation. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners O[illegible]e	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, [illegible]rk of the Bo[illegible]	PHONE / EXT:
SIGNATURE:	DATE: 12/6/2013

NARRATIVE OF REQUEST

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve Agreement regarding distribution of operating funds from the WA Coast Sustainable Salmon Foundation to the Pacific County Lead Entity

WASHINGTON
COAST SUSTAINABLE
SALMON
FOUNDATION

AGREEMENT REGARDING
DISTRIBUTION OF OPERATING FUNDS FROM THE
WASHINGTON COAST SUSTAINABLE SALMON FOUNDATION
TO THE PACIFIC COUNTY LEAD ENTITY

THIS AGREEMENT is executed by and between Pacific County ("PC") and the Washington Coast Sustainable Salmon Foundation ("Foundation") for the purpose of distributing operating funds to the Pacific County Lead Entity ("PCLE") from grants awarded to the Foundation as fiscal sponsor for the Washington Coast Sustainable Salmon Partnership ("WCSSP"). The parties enter into this Agreement ("Agreement") effective as of the date set fourth in section 5(A) of this Agreement for the purposes and under the terms contained herein.

WHEREAS, WCSSP is administered by Foundation under Salmon Project Agreement #13-1386 from the Recreation and Conservation Office, and

WHEREAS, PCLE is administered by PC under Operational Grant # 13-1377 from the Recreation and Conservation Office and authorized under Chapter 77.85 RCW Salmon Recovery Act, and

WHEREAS, operating funds for PCLE have been included in grants to the Foundation, and

WHEREAS, the Parties are authorized and empowered to enter into this Agreement pursuant to covering expenses (salary, benefits, and travel) associated with administration, coordination, and the implementation of joint meetings, projects and programs of the WCSSP,

THEREFORE, in consideration of mutual promises and covenants herein, PC and the Foundation agree:

Section 1. Definitions. Except for the terms defined in this section, and unless the context indicates otherwise, for the purposes of this Agreement and any related agreements, the Parties shall use the definitions found in Chapter 77.85 RCW Salmon Recovery Act.

"Agreement" means this agreement.

"PC" means Pacific County.

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"Foundation" means Washington Coast Sustainable Salmon Foundation.

"LE" means one or more of the 27 Washington State Lead Entities for salmon restoration.

"PCLE" means Pacific County Lead Entity.

"WCSSP" means Washington Coast Sustainable Salmon Partnership.

"RCO" means Recreation and Conservation Office, State of Washington.

"SRFB" means Salmon Recovery Funding Board, RCO, State of Washngton.

Section 2. Responsibilities of the Foundation. In return for participation in regional meetings as outlined in the attached Scope of Work and submitting invoices that document WCSSP related payroll hours and travel expenses incurred by PCLE, the Foundation will reimburse PC out of funds authorized in accordance with grant #13-1386 with a distribution not to exceed the following:

Budget Category	Activity	Amount
LE Administrative Operations & Travel Expenses	**average 1-2 [illegible] per month**	**$4,125**

Section 3. Responsibilities of PC. In return for honoring invoices that document expenses incurred by PCLE, PC shall:

A. Monitor PCLE activities and expenses associated with WCSSP responsibilities to ensure they are conducted properly, safely, and in accordance with this Agreement and the associated contracts.

B. Submit documentation of all expenses, including a break-down of dates and a brief description of WCSSP associated salaries or wages, and mileage reimbursement.

C. Require that all aspects of activities undertaken by PCLE in relation to WCSSP be covered by insurance. This requirement for insurance coverage shall be in effect for the duration of the Agreement. This section is intended to require full, comprehensive insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement.

The insurance required by this agreement shall not be construed to limit the liability of PC to the coverage provided by such insurance, or otherwise limit the Foundation's recourse to any remedy available at law or in equity.

draft

The insurance provided shall include types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The Automobile Liability insurance shall have a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide Aggregate Per Project Endorsement ISO form CG 25 03 11 85. The Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. PC shall defend, indemnify and hold the Foundation, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, fines, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Agreement except for injuries and damages caused by the sole negligence of Foundation.

The Foundation shall defend, indemnify and hold PC, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, fines, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of PC.

Section 4. Term of Agreement. This agreement shall terminate on June 30th, 2014 at the end of the 2014 fiscal year, in accordance with Grant # 13-1386.

Section 5. Miscellaneous Provisions.

A. Effective Date: This Agreement shall be in effect as of September 1, 2013.

B. Amendment: This Agreement may be amended only in writing and only by agreement of all Parties except as set forth in this section.

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C. Non-Waiver: No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Agreement.

IN WITNESS HERE OF, this agreement is executed by Pacific County and by the Washington Coast Sustainable Salmon Foundation.

Dated this _____ day of _____, 2013

Dated this 26th day of November, 2013

PACIFIC COUNTY

WASHINGTON COAST SUSTAINABLE SALMON FOUNDATION

_____

_____

J. [illegible]es Batchelder
Exec[illegible]irector

_____

_____

_____

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Attachment A
SCOPE OF WORK

RE: Supplemental funding from the SRFB through the regional contract RCO #13-1386 to support the Coast Lead Entity Groups (LEGs) in their participation in general regional functions and regional planning activities.

The Washington Coast Sustainable Salmon Foundation allocated approximately $21,000 to support the participation of all four LEG Coordinators in basic regional activities. It is anticipated that these functions will include, on average, one or two meetings per month as outlined below.

Participation of Lead Entity Coordinator in basic regional activities

- Participation of Lead Entity Coordinator in one Board of Directors meeting per month (total of 10 for the fiscal year), approximately four hours each, plus associated travel time and mileage reimbursement.
- Participation of Lead Entity Coordinator in up to 5 Regional Plan Implementation meetings plus associated travel time and mileage reimbursement.

Participation of Lead Entity Coordinator in Regional Technical Committee

- Participation of Lead Entity Coordinator in up to meetings of the Regional Technical Committee, approximately four hours each, plus associated travel time and mileage reimbursement.

Deliverables

PC to provide invoice and back up documentation (back up invoice, time card/record, mileage, and/or bookkeeping record) to fiscal sponsor Washington Coast Sustainable Salmon Foundation.

Please mail to:

Washington Coast Sustainable Salmon Foundation
PO Box 2392
Ocean Shores, WA 98569

or send via email to danajd@wcssp.org.

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NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Pacific County Commissioners will conduct a public hearing to consider fiscal year 2013 supplemental budget requests as follows:

Revenue - Source

(001)	Current Expense – Fund Balance	$1,394,028.24
(001)	Assessor State of WA DOR Grant (Current Expense)	$176,400.00
(101)	Fair – Fund Balance	$3,000.00
(103)	Law Library – Fund Balance	$9,200.00
(125)	Capital Improvements Fund – Operating Transfer from Current Expense	$650,000.00
(126)	Public Facilities Improvements – Fund Balance	$4,000.00
(132)	Sheriff: Special Investigative – Fund Balance	$2,292.00
(197)	Cumulative Reserve – Operating Transfer from Current Expense	$550,000.00
		$2,788,920.24

Expenditure - Use

(001)	Assessor – Operating	$176,400.00
(001)	Auditor – Operating	$1,200.00
(001)	Auditor – Personnel	$3,569.00
(001)	Clerk – Operating	$2,645.92
(001)	Public Works: General Facilities – Operating	$30,000.00
(001)	Public Works: General Facilities – Personnel	$13,500.00
(001)	Interfund Support – Operating Transfer to Fund	$650,000.00
(001)	Interfund Support – Operating Transfer to Fund	$550,000.00
(001)	Sheriff: Corrections – Operating	$36,650.00
(001)	Sheriff: Corrections – Personnel	16,740.00
(001)	Sheriff: Law Enforcement – Capital Outlays	$7,000.00
(001)	Sheriff: Law Enforcement – Operating	$8,450.00
(001)	Sheriff: Law Enforcement – Personnel	$27,420.00
(001)	Superior Court – Operating	$9,000.00
(001)	Superior Court – Personnel	$15,075.15
(001)	Treasurer – Operating	$22,778.17
(101)	Fair – Operating	$3,000.00
(103)	Law Library – Operating	$9,200.00
(125)	Capital Improvements Fund – Capital Outlays/ – Service	$650,000.00
(126)	Public Facilities Improvements – Operating	$4,000.00
(132)	Sheriff: Special – Personnel	$2,292.00
(197)	Cumulative Reserve – Operating	$550,000.00
		$2,788,920.24

Detailed information is available upon request of the Clerk of the Board, Pacific County Commissioners' Office (360-875-9337)

Said meeting will be conducted in the Commissioners' Meeting Room in the Pacific County Courthouse Annex in South Bend, Washington, 1216 W Robert Bush Drive, on the 18th day of December, 2013, at the hour of 10:00 AM, or as soon thereafter as possible. Any person may appear and offer comments regarding the supplemental budget requests. The Board will act to approve, reduce, or reject the supplemental requests.

This facility is "barrier free" and accessible by those with physical disabilities. Aids will be provided upon request for those with language/speaking or hearing impediments, but requests need to be received at least five (5) business days prior to this hearing. Such requests may be filed in person at the Commissioners' Office (Suite "F" of the Pacific County Annex located at 1216 W Robert Bush Drive in South Bend, Washington), by mail (PO Box 187, South Bend, WA 98586), or by phone (360-875-9337 or TDD 360-875-9400).

Marie Guernsey
Clerk of the Board

PLEASE PUBLISH TWO TIMES:

Chinook Observer – December 4, 2013
December 11, 2013

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Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: 12/18/2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: _____

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: _____ Date: _____

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO: _____

☐ CONTINUED TO DATE: _____ TIME: _____

☐ OTHER: _____

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCO	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosecu	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ She	☐ Other

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AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners Office	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, Clerk of the Board	PHONE / EXT:
SIGNATURE:	DATE: 12/12/2013

NARRATIVE OF REQUEST

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Adopt Resolution 2013-_____ annexing certain properties into Pacific County Fire District No. 5

BEFORE THE BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

RESOLUTION 2013-_____

A RESOLUTION annexing certain properties into Pacific County Fire District No. 5

WHEREAS, in accordance with RCW 52.04.031 petitions for annexation were filed with Pacific County Fire District No. 5 signed by owners of land included in the annexation petitions; and

WHEREAS, Pacific County Fire Protection District No. 5 held a public hearing November 5, 2013 ratified and adopted Resolution No. 13-07 stating its resolve to annex property into the fire protection district through annexation, as allowed under RCW 52.04.021; and

WHEREAS, Fire Protection District No.5 forwarded its Resolution No. 13-07 to the Pacific County Commissioners Office for consideration; and

WHEREAS, on _____ the Pacific County Auditor submitted confirmation that 100 percent of the signatures placed on the petitions filed for annexation are registered voters; and

WHEREAS, on _____ the Pacific County Assessor assumed that the description of properties indicated on the petitions are located within the proposed area to be annexed and the signatures of the owners were of more than 60% of the land area to be annexed; and

WHEREAS, the properties presented, described and illustrated on the map marked as Attachment A has been found to be adjacent to Pacific County Fire District No. 5; now, therefore,

IT IS HEREBY RESOLVED AND ORDERED by the Board of County Commissioners, the legislative authority for Pacific County, Washington, that property illustrated on the attached map marked as Attachment A and legal description of subject area described below are hereby annexed into Pacific County Fire Protection District No. 5;

> Government Lot 2 of Section 1, Township 14 North, Range 11 West of W.M., Pacific County, Washington, lying Northerly of the North right-of-way of Kindred Avenue and Westerly Addition to Tokes Point,
>
> EXCEPTING THEREFROM that portion lying within vacated Blocked 8 of First Addition to Tokes Point or within the vacated streets and alleys in said vacated Block 8.
>
> ALSO EXCEPTING those portions conveyed to Kimberlee A. Poulsen McKonkey Instrument Recorded August 4, 2000 under Auditor's File Nos. 3037830 and 3052019.
>
> TOGETHER WITH that portion of Government Lot 1, Section 12, Township 14 North, Range 11 West of W.M., lying Northerly of the North right-of-way line of Tokeland Road and Southeasterly line of that certain easement shown on Survey recorded in Book 14 of Surveys at page 78 Records of Pacific County, Washington.

PASSED by the Board of Pacific County Commissioners meeting in regular session the 18th day of December, 2013 at South Bend, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passage:

___ YEA; ___ NAY; ___ ABSTAIN; and ___ ABSENT.

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PACIFIC COUNTY
BOARD OF COMMISSIONERS

_____
Lisa Ayers, Chair

_____
Steve Rogers, Commissioner

_____
Frank Wolfe, Commissioner

ATTEST:

_____
Marie Guernsey
Clerk of the Board

draft

Board of Pacific County Commissioners
P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA 98586
Phone 360/875.9337 / Fax 360/875.9335

BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.

REQUESTED MEETING DATE: 11/26/2013

AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #:

BOCC ACTION: ☐ APPROVED ☐ DENIED

Initial: Date:

☐ SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review: ☐ Clerk of the Board ☐ Risk Management ☐ Legal

☐ NO ACTION TAKEN/WITHDRAWN ☐ DEFERRED TO:

☐ CONTINUED TO DATE: TIME:

☐ OTHER:

DISTRIBUTION LIST:

☐ RF	☐ Assessor	☐ DPW	☐ PACCOM	☐ Superior Court
☐ CF	☐ Auditor	☐ EMA	☐ [illegible]	☐ Treasurer
☐ SEA	☐ Clerk	☐ Health	☐ Prosecu[illegible]	☐ Vegetation Mgmt
	☐ Civil Service	☐ Juvenile	☐ [illegible]	☐ WSU Coop. Ext.
	☐ DCD	☐ NDC	☐ Sh[illegible]	☐ Other

draft

AGE[illegible]A ITEM REQUEST

Please fill out in full or the request may be re[illegible] more [illegible]rmation. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Commissioners O[illegible]e	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Marie Guernsey, C[illegible]k of the Boa[illegible]	PHONE / EXT:
SIGNATURE: Marie Guernsey	DATE: 11/1/2013

NARRATIVE OF REQUEST

Open Public Hearing - 10am
Swear in those wishing to testify
Accept testimony and/or comments
Close public hearing

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

Approve Open Space Application from Scott McEwen, Columbia Land Trust ~~and David Kimbrough, Hancock Timberland Inc~~ for property described as Portion of Lot 3, Portion of SENW in 23-13-10; Assessor's Parcel Numbers- 12102324000, 12102350103, 12102350203, 12102350303 And approve Findings of Fact

Department of Revenue
Washington State

Application for Classification or Reclassification
Open Space Land
Chapter 84.34 RCW

File With The County Legislative Authority

#167

Name of Owner(s): Hancock Timberland X Inc. Phone No: 704-405-2053
Email Address: DSolmie@hnrg.com
Address: 13950 Ballantyne Corporate Place, Suite 150, Charlotte, NC 28277

Parcel Number(s): 12102324000, 12102350103, 12102350203 and 12102350303

Legal Description: **PTN Lot 3, PTN SENW in 23-13-10**

RECEIVED
JUL 01 2013
BY:

Total Acres in Application: 81.26

Indicate what category of open space this land will qualify for:

- ☒ Conserve or enhance natural, cultural, or scenic resources
- ☒ Protect streams, stream corridors, wetlands, natural shorelines, or aquifers
- ☒ Protect soil resources, unique or critical wildlife or native plant habitat
- ☒ Promote conservation principles by example or by offering educational opportunities
- ☒ Enhance the value to the people of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or open spaces
- ☒ Enhance recreation opportunities
- ☐ Preserve historic or archaeological sites
- ☒ Preserve visual quality along highway, road, street corridors, or scenic vistas
- ☒ Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the granting authority
- ☐ Farm and agricultural conservation land previously classified under RCW 84.34.020(2), that no longer meets the criteria
- ☐ Farm and agricultural conservation land that is "traditional farmland" not classified under Chapter 84.33 or Chapter 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and has a high potential for returning to commercial agriculture

draft

1. Describe the present use of the land.
   Timber land

2. Is the land subject to a lease or agreement which permits any other use than its present use? ☐ Yes ☒ No

   If yes, attach a copy of the lease agreement.

3. Describe the present improvements (residence, buildings, etc.) located on the land.
   None

4. Is the land subject to any easements? ☒ Yes ☐ No

   If yes, describe the type of easement, the easement restrictions, and the length of the easement.
   Reciprocol road access easements to adjacent forest lands along forest roads.

5. If applying for the farm and agricultural conservation land category, provide a detailed description below about the previous use, the current use, and the intended future use of the land.

NOTICE:
The county and/or city legislative authorities may require owners to submit additional information regarding the use of the land.

As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest and penalties involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Print the name of each owner:	**Signature of each owner:**
Hancock Timberland X Inc.	
Columbia Land Trust	

The granting or denial of an application for classification or reclassification as open space land is a legislative determination and shall be reviewable only for arbitrary and capricious actions. Denials are only appealable to the superior court of the county in which the land is located and the application is made.

draft

1. Describe the present use of the land.
   Timber land

2. Is the land subject to a lease or agreement which permits any other use than its present use? ☐ Yes ☒ No

   If yes, attach a copy of the lease agreement.

3. Describe the present improvements (residence, buildings, etc.) located on the land.
   None

4. Is the land subject to any easements? ☒ Yes ☐ No

   If yes, describe the type of easement, the easement restrictions, and the length of the easement.
   Reciprocol road access easements to adjacent forest lands along forest roads.

5. If applying for the farm and agricultural conservation land category, provide a detailed description below about the previous use, the current use, and the intended future use of the land.

NOTE:
The county and/or city legislative authorities may require owners to submit additional information regarding the use of the land.

As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest and penalties involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Print the name of each owner:	**Signature of each owner:**
Hancock Timberland X Inc.	David Kimbrough Vice President
Columbia Land Trust	

The granting or denial of an application for classification or reclassification as open space land is a legislative determination and shall be reviewable only for arbitrary and capricious actions. Denials are only appealable to the superior court of the county in which the land is located and the application is made.

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Statement of Additional Tax, Interest, and Penalty Due Upon Removal of Classification

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:

   (a) The difference between the property tax paid as "Open Space Land" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus

   (b) Interest upon the amounts of the difference (a), paid at the same statutory rate charged on delinquent property taxes; plus

   (c) A penalty of 20% will be applied to the additional tax and interest if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal as described in RCW 84.34.070(1).

2. The additional tax, interest, and penalty specified in (1) shall not be imposed if removal resulted solely from:

   (a) Transfer to a governmental entity in exchange for other land located within the State of Washington.

   (b) A taking through the exercise of the power of eminent domain or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power.

   (c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.

   (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.

   (e) Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.36.020.

   (f) Acquisition of property interests by state agencies or agencies or organizations qualified under RCW 84.34.210 and 64.4.130 (RCW 84.34.210(f)).

   (g) Removal of land classified farm & agricultural land under RCW 84.34.020(2)(f) (farm home site).

   (h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.

   (i) The creation, sale, or transfer of forest riparian easements under RCW 76.13.120.

   (j) The creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040.

   (k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used.

   (l) The discovery that the land was classified in error through no fault of the owner.

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FOR LEGISLATIVE AUTHORITY USE ONLY

Date application received: 7/3/2013 By: BOCC

Amount of processing fee collected: $ 475.00

- Is the land subject to a comprehensive land use plan adopted by a city or county? ☐ Yes ☐ No

  If yes, application should be processed in the same manner in which an amendment to the comprehensive land use plan is processed.

  If no, application must be acted upon after a public hearing and notice of the hearing shall have been given by one publication in a newspaper of general circulation in the area at least ten days before the hearing.

- If the land is not subject to a comprehensive land use plan, is the land located within an incorporated part of the county? ☐ Yes ☐ No

  If yes, application must be acted upon by three members of the county legislative authority and three members of the city legislative authority. See RCW 84.33.037(1) for details.

  If no, application must be acted upon by three members of the county legislative authority.

☐ Application approved ☐ In whole ☐ In part

☐ Application denied ☐ Date owner notified of denial (Form 64 0103):

If approved, date Open Space Taxation Agreement (OSTA) was mailed to owner:

Signed OSTA received by Legislative Authority on:

Copy of signed OSTA forwarded to Assessor on:

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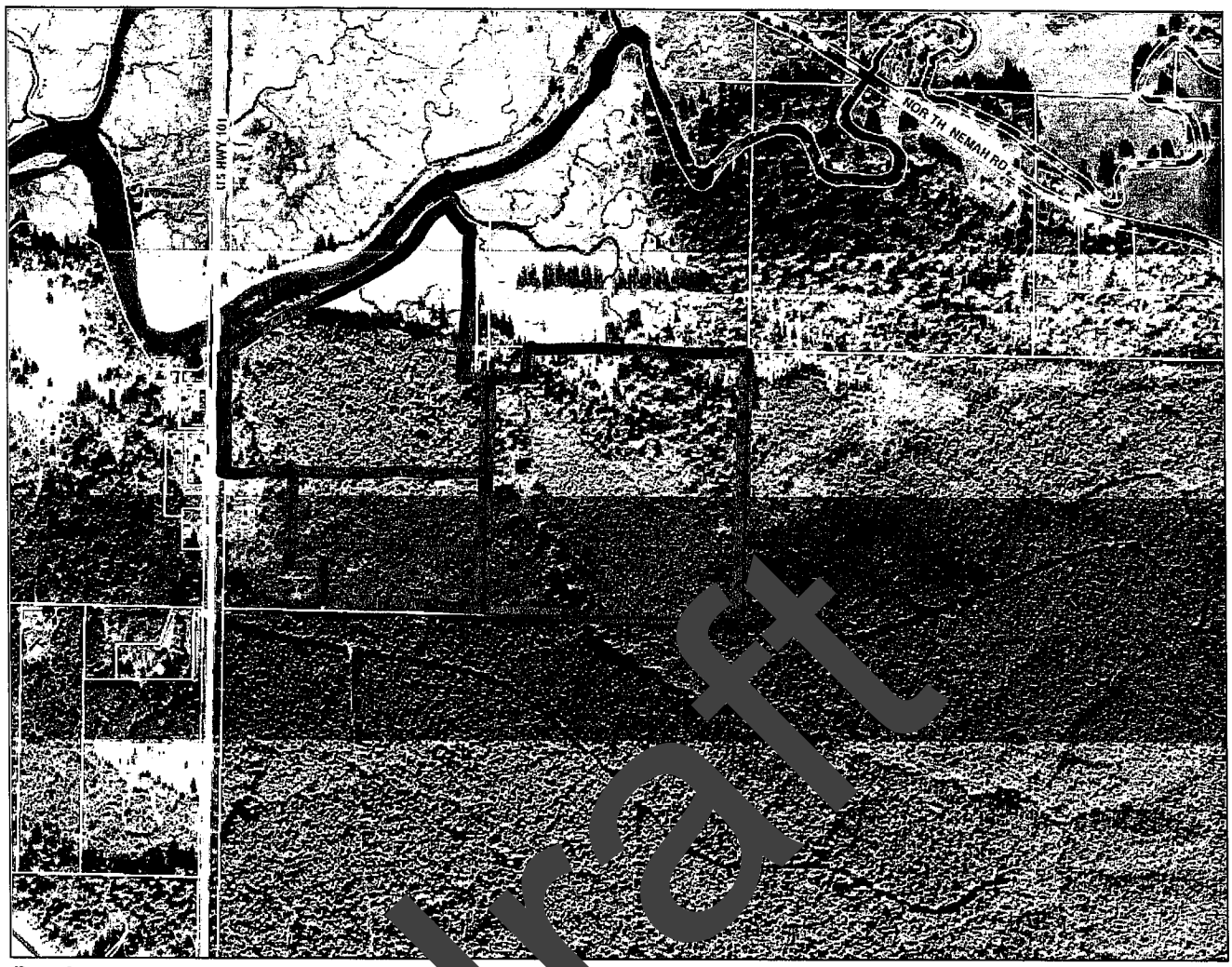
To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.



Parcels

Parcel 12102324000

Owner HANCOCK TIMBERLAND X I

Situs

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Pacific County
PLANNING COMMISSION

MEMO

FILED
AT THE REQUEST OF:
13 OCT 11 PM 2:19
PACIFIC COUNTY
COMMISSIONERS

TO: Board of County Commissioners

FROM: Tia Channell, Planning Commission Clerk

DATE: October 10th, 2013

RE: Columbia Land Trust/John Hancock Timberland X Inc. – Open Space Application –APPROVED

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On September 5th, 2013, the Pacific County Planning Commission moved to approve an Open Space Land Classification Application submitted by Columbia Land Trust/John Hancock Timberland X Inc.

This request concerns reclassifying approximately 81 acres East of Highway 101 along the North Nemah River as Open Space. The subject property is composed of 4 contiguous parcels, Assessor's Parcel Numbers 12102324000, 12102350103, 12102350203, and 12102350303; described as PTN Lot 3, PTN Section 23, Township 13 North, Range 10 West, W.M., Pacific County, Washington.

The site is designated in the 2010 Pacific County Comprehensive Plan as Forest of Long Term Significance and Transitional Forest. The open space designation is consistent with these designations. There were no Findings of Fact or Conclusions of Law created by the Planning Commission.

1216 W. Robert Bush Dr., PO Box 68, South Bend, WA 98586 ph 360.875.9356, fax 360.875.9304
7013 Sandridge Rd., Long Beach, WA 98631 ph 360.642.9382, fax 360.642.9387

"Pacific County is an Equal Opportunity Employer & Provider"

When Recorded Return to:

Board of Pacific County Commissioners
P O Box 187
South Bend, WA 98586

OPEN SPACE TAXATION AGREEMENT
CH. 84.34 RCW

(To be used for "Open Space", "Timber Land" Classification or "Reclassification" Only)

Grantor(s)	**Pacific County**
Grantee(s)	**Scott McEwen, Columbia Land Trust** **David Kimbrough, Hancock Timberland X Inc**
Legal Description --	PTN Lot 3, PTN SENW in 23-13-10.
Assessor's Property Tax Parcel or Account Number	**12102324000, 12102350103, 12102350203, 12102350303**
Reference Numbers of Documents Assigned or Released	

This agreement between **Scott McEwen, Columbia Land Trust**
David Kimbrough, Hancock Timberland
hereinafter called the 'Owner', and **Pacific County**
hereinafter called the 'Granting Authority'.

Whereas the owner of the above described real property having made application for classification of that property under the provisions of CH 84.34 RCW.

And whereas, both the owner and granting authority agree to limit the use of said property, recognizing that such land has substantial public value as open space, that the preservation of such land constitutes an important physical, social, esthetic, and economic asset to the public, and both parties agree that the classification of the property during the life of this agreement shall be for:

Open Space Land

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

1. During the term of this agreement, the land shall be used only in accordance with the preservation of its classified use.
2. No structures shall be erected upon such land except those directly related to, and compatible with, the classified use of the land.
3. This agreement shall be effective commencing on the date the legislative body receives the signed agreement from the property owner and shall remain in effect until the property is withdrawn or removed from classification.
4. This agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
5. **Withdrawl:** The land owner may withdraw from this agreement if, after a period of eight years, he or she files a request to withdraw classification with the assessor. Two years from the date of that request the assessor shall withdraw classification from the land, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070 and 84.34.108.

draft

6. **Breach:** After the effective date of this agreement, any change in use of the land, except through compliance with items (5), (7), or (9), shall be considered a breach of this agreement, and shall be subject to removal of classification and liable for applicable taxes, penalties, and interest as provided in RCW 84.34.080 and RCW 84.34.108.

7. A breach of agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:

   a) Transfer to a governmental entity in exchange for other land located within the State of Washington;

   b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power in anticipation of the exercise of such power and having manifested its intent in writing or by other official action;

   c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property;

   d) Official action by an agency of the State of Washigton or by the county or city where the land is located disallowing the present use of such land

   e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36.020;

   f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).

   g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(f).

   h) Removal of land from classificiation after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;

   i) The creation, sale or transfer of forestry riparian easements under RCW 76.13.120;

   j) The creation, sale, or transfer of a fee interest for a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat of threatened or endangered species under RCW 76.09.040;

   k) The sale or transfer of land within two years after the death of the owner of at least fifty percent interest in the land if the land has been assessed and valued as farm and under chapter 84.33 RCW, or under chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used; or

   l) The discovery that the land was classified in error through no fault of the owner.

8. The county assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this agreement.

9. The owner may apply for reclassification of the land if reclassification is permissible under RCW 84.34.70.

This agreement shall be subject to the following conditions:

REV 64 022e(w) (6/24/11)

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It is declared that this agreement specifies the classification and conditions as provided for in CH 84.34 RCW and the conditions imposed by this Granting Authority. This agreement to tax according to the use of the property is not a contract and may be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Dated: November 26, 2013

Granting Authority:

_____

Board of Pacific County Commissioners

As owner(s) of the herein described land I/we indicated by my/our signature(s) that I am/we are aware of the potential tax liability and hereby accept the classification and conditions of this agreement.

Dated: _____

_____

Owner(s)

_____

(Must be signed by all owners)

Dated signed agreement received by Legislative Authority:

_____

Prepare in triplicate with one completed copy to each of the following: Owner, Legislative Authority, County Assessor

To inquire about the availability of this form in an alternate format for the visually impaired, please call (360)753-3217. Teletype (TTY) users may call (800)451-7985.

REV 64 0022-2e (w) (06-24-2011)

draft

FINDINGS OF FACT REGARDING APPROVAL OF:

Open Space Open Space Land filed by Scott McEwen, Columbia Land Trust

Legal Description -- PTN Lot 3, PTN SENW in 23-13-10. Assessors Parcel Number -- 12102324000, 12102350103, 12102350203, 12102350303.

Findings of Fact:

( ) 1. The benefits of preserving the current use of the parcel of land in question override the revenue impact that will result from granting the application;

( ) 2. Preservation of the land in its current use will:

- ( ) Conserve or enhance natural or scenic resources.
- ( ) Protect streams, stream corridors, wetlands, natural shorelines, and aquifers.
- ( ) Protect soil resources and critical wildlife and native plant habitat.
- ( ) Promote conservation principles by example or by offering education opportunities.
- ( ) Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, natural reservations or sanctuaries or other open spaces.
- ( ) Enhance recreation opportunities.
- ( ) Preserve historic and archeological areas.
- ( ) Preserve visual quality along highways, rivers and street corridors or scenic vistas.
- ( ) Affect any other factors relevant in weighing benefits to the general welfare of preserving the current use of such land.
- ( ) _____

_____

( ) 3. No mining issues exist. If mining exists, explain how concerns affect the merit of the application.

( ) 4. Conditions:

DATED: November 26, 2013

ATTEST:

PACIFIC COUNTY
BOARD OF COMMISSIONERS

_____
Clerk of the Board

_____
Chair

draft

RCW 42.30.110
Executive sessions.

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting:

(a) To consider matters affecting national security;

(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;

(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;

(d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs;

(e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;

(f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;

(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;

(h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;

(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW 5.60.060(2)(a) concerning:

(i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;

draft

(ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public;

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in RCW 41.05.026;

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(o) To consider in the case of innovate Washington, the substance of grant or loan applications and grant or loan awards if public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the presiding officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the presiding officer.

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